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The Solicitors' Journal.

LONDON, AUGUST 10, 1867.

WE WERE GLAD to learn from the announcement of the Chancellor of the Exchequer (*vide sup.*, 917) on the 30th of July, in reply to Sir R. Palmer's question, that a royal commission is to inquire, among other things, into the operation and effect of the present arrangements for holding and transacting the business of the assizes, and whether any and what changes, whether by altering the mode in which the business of the assizes is now distributed or conducted, or otherwise, might be advantageously made so as to provide for the more speedy, economical, and satisfactory despatch of the judicial business now transacted at the assizes.

In addition to the instances pointed out at pages 888 and 908, we observe that the Norfolk Circuit still continues to supply but scanty occupation for the three Queen's Counsel, serjeant, and fifty-two other barristers who, according to the present year's law list, are members of it. Bedford produced but 5 common jury cases, of which three were undefended, and on the Crown side there were 8 cases, the most important of which were "2 charges of libel and forgery." Huntingdon had a cause list of 5, and 3 prisoners for trial, but two of the latter were not tried, on account of the bills being ignored. Even the important county of Cambridge produced (according to the *Times* of August 5th) but 6 causes and 6 prisoners for trial.

The Northern Circuit had an entry at Lancaster of only 7 causes, and we are told the list was very light. The comment of the *Times* is that "there has been great cry and little wool."

On the Western Circuit we are told that the Exeter business was not heavy.

It is obvious that the business transacted at each assize town has often very little to do with that of the county in which that town is situate, and it has long been notorious that a great many London causes are tried on the Home Circuit, especially in Surrey. The business at the present assizes follows the usual course in that respect. The *Standard*, of August 7th, after announcing the commencement of business, proceeds to report an action the plaintiff in which lived "in the neighbourhood of Mile-end," and the defendant at Whitechapel. It is rather too bad that the jurors of Surrey should have their time taken up with this and similar cases, but no doubt the Middlesex jurors would retort that it is but fair, inasmuch as much of their time is occupied with Surrey cases.

LORD CRANWORTH, in the House of Lords on Monday evening, in committee on the Courts of Law Officers (Ireland) Bill, obtained the insertion of a very sensible clause, providing that vacancies to certain offices of the common law courts in Ireland should be filled up by the judges instead of, as at present, by the Lord Lieutenant. It is certainly advisable that the chief officers of courts of law should be appointed by the judges rather than by the Executive, and there could be no reason for continuing the distinction which for so many years has existed

between the English and the Irish usage in this respect. Lord Coke, as Lord Cranworth remarked, had, three centuries ago, laid it down as one of the characteristic advantages of the English system that the officers were appointed by the heads of the court, who were responsible for their conduct. The alteration which Lord Campbell and Lord Lyndhurst advocated without success in 1844, has now been made, at least it has been sanctioned by the House of Lords, and we can hardly suppose that the other House will disapprove. The Government of which Lord Lyndhurst was a member opposed the emendation which the then Lord Chancellor so stoutly advocated, and were strong enough to obtain its rejection, the ground being taken in the House of Commons that the patronage in respect of these offices had better appertain to the Lord Lieutenant. It is hardly likely that this view will be taken by the House of Commons of the present day; we may, therefore, accept this small but very sensible reform as a *fait accompli*.

THE EVIDENCE on the trial of Henry Roots for the murder of a woman at Maidstone last week, the details of which have probably been seen by our readers in the daily papers, presented some rather curious features. Independently of the evidence of Mary Ann Collins, there were various small circumstances calculated to throw suspicion on the prisoner, but the judge and jury evidently agreed in thinking that these were not enough to rely on. That being so, most likely no one who was in Court when Collins was examined, except perhaps, the *Times* reporter, doubts that the jury, in finding the prisoner not guilty, arrived at the only safe conclusion. Her tale was a most marvellous one; according to it the prisoner, having been with the deceased woman alone in a wood for five hours, from seven till twelve at night, at last, when a witness is appearing, proceeds to attempt a rape. The witness at first interfered, taking the man to be her paramour, for whom she had been watching in vain. Finding, however, according to her own account, that it was only the prisoner, she desisted from all interference, never attempting to give an alarm or call for assistance, but waiting quietly under a hedge for a quarter of an hour, and then went and saw the act done on the spot where the body was found three weeks afterwards; she then went away and said nothing, and was even examined before the magistrates on the matter without saying a word about this midnight scene. She gave a good reason for her not telling this story, and an equally good one for her telling, but, unfortunately, the reason for not telling was as strong at the time she told as when she kept her story back, and her reason for keeping it back as strong when she told as it had been before, so that she gave no sufficient reason for her change of purpose. The reporter for the *Times* states that she gave her evidence with apparent truthfulness, but we are informed that many persons thought quite the reverse, and certainly her appearance was not calculated to propitiate an audience in her favour; and we may remark in passing that, however suitable in a subsequent comment, the personal impressions of a reporter as to the truthfulness of a witness appear to us rather out of place in a report of a part-heard case. That the woman was really on the spot seems likely from the way in which her evidence tallies with that of a coachman who was that night driving a carriage which she speaks of meeting. Yet she says nothing of the carriage having passed down the narrow lane at the very time, within twenty yards of the scene at which she professes to have been a spectator, although it was impossible to believe that the carriage could have been unnoticed. To all troublesome questions her constant answer was, "All I know is, it was the prisoner and no one else." Considering that the facts made it probable that more than one were concerned, and that there was evidence that the witness had told a story implicating others, this uncalled for harping upon "no one else" suggested a possible explana-

tion of the difficulties. May not the murder have been committed by several persons, of whom the prisoner may or may not have been one, while another was some one whom Collins wished to screen? While, however, this may appear to many minds to be the true explanation of the facts, it is clear that there was no sufficient evidence upon which the prisoner or any one else in particular could have been convicted upon the theory of several persons being concerned.

MUCH SURPRISE and dissatisfaction has been felt in the commercial world at the recent proceeding of the Home Secretary in granting a free pardon to Mr. Edward Greenland, late cashier of that notorious corporation the Leeds Banking Company.

It may be recollect that Mr. Greenland was convicted of perjury in certain statements which he made respecting the issues of the bank. The jury, however, recommended him to mercy, upon the ground of his old age (he was seventy-two), the irregularity with which the affairs of the bank had been managed, and the fact that some of those who gave evidence against the prisoner had led to his being placed in his present position. He was then sentenced to fifteen months' imprisonment, the judge intimating that but for his age and infirmity, he should have sentenced him to a term of penal servitude. A memorial was subsequently presented to the Home Secretary, setting forth that the prisoner's health had, since his imprisonment, fallen into a very precarious state, and praying for a remission of the sentence. Mr. Gathorne Hardy states that, on receipt of this memorial, he communicated with the judge who tried the prisoner, and received from him "a recommendation that if the prisoner's illness should continue, it would be right to remit part of the sentence." Mr. Gathorne Hardy then proceeded to remit the sentence.

We must admit that we share in the surprise which, as Lord F. Cavendish and Mr. Baines stated in the House of Commons on Monday, has been felt in Leeds and in the commercial world at this proceeding. Mr. Hardy stated, in reply to the questions which were then put to him, that coupling information which reached him respecting the prisoner's health with the recommendation of the judge, he did not see that it was his duty to try how much the prisoner could bear; and, taking into consideration the recommendation to mercy by the jury and the illness of the prisoner, he conceived that he had acted rightly.

We shall not be thought improperly harsh towards the unhappy old man who has thus been released, if we repeat that Mr. Hardy's explanation does not, to our mind, amount to a justification of his procedure.

With regard to the ruin and misery which the mismanagement of the Leeds Banking Company, and the concealment of its true position from the public, have entailed on so many, these considerations, though urged the other evening in the House, are irrelevant to the question. But we think, nevertheless, that the case was not one for the exercise of the Royal prerogative of mercy. Viewed with reference to the nature and circumstances of the offence, Greenland's crime was one which, for the sake of example, it was imperatively necessary to punish.

Joint-stock fraud and misconduct are too common, and too seldom visited with any penalty whatever. The jury, however, recommended the prisoner to mercy, on the grounds which we have already recapitulated. The third of those grounds, we may remark, is entitled to no weight whatever.

The judge having given effect to the recommendation of the jury by restricting the sentence to a comparatively short term of imprisonment, that recommendation had had all the effect to which it was entitled, and we do not see how the Home Secretary was justified in using it as a reason for going further in the same direction. With regard to the recommendation said to have been made to Mr. Hardy by the

judge, we cannot but think that his lordship's "recommendation" amounted merely to an opinion that the state of the prisoner's health might be a competent ground on which to remit part of the sentence; not to an actual advice to remit under the circumstances. We fear what has taken place may afford an additional encouragement to recklessness, if not crime, in "company" matters, and increase the number of complaints that we have one law for the poor and another for the rich. Let it not be said that in the hands of the Home Secretary the Royal prerogative is assimilating to the jurisdiction of a regular court of appeal from the verdicts of juries,—and one, moreover, bound by no particular rules, and acting on strange and arbitrary grounds.

A CONTEMPORARY reports the following remarks lately made by Lord Chief Justice Bovill upon the trial of a heavy perjury case at Manchester, the accused being a policeman in the Preston borough force:—"I think it only right to state that even in immaterial matters the police ought to be extremely careful. Whether material or immaterial to the issue, they are in a position of great responsibility, and they ought to be most accurate in every statement that they make, whether it is for or against those whom they prosecute. It is a great misfortune that very often the conduct of cases for the prosecution is left to the police, and I think it right to say publicly that I have known many instances in which the police, in giving their evidence, have not stated that which is in favour of the prisoner; and I wish it to be understood that it is the duty of the police to state in every case not only what they know in favour of the prosecutor, but even to volunteer what they know in favour of the prisoner. That I wish every policeman most clearly to understand; and in every instance that has come before me in which the policeman has kept back anything in favour of the prisoner, I have always endeavoured to impress upon those in authority that it is a thing to be discouraged, and that policemen, instead of meriting reward for such conduct, placed themselves in a position for which they ought to be reprimanded. The police ought to be especially careful in every instance never in any way to depart from the truth, and never to conceal anything in favour of a prisoner."

We do not wish to bear too hard upon a class of men who are already very much run down, but we cannot help drawing attention to Sir William Bovill's remarks. We have before had to draw attention to the low estimation in which "policemen's evidence" has got to be held, and must certainly agree with Sir William Bovill that it is much to be deprecated that the conduct of prosecutions should be left to the police. Whether from an anxious desire on the part of the policeman to secure many convictions in order that he may acquire the reputation of an "active and intelligent officer," his evidence is notoriously untrustworthy, and he cannot be considered a fit person to be entrusted with the getting up of cases for prosecution.

A FEW WEEKS AGO, when the celebrated march of the Finsbury Militia was accompanied for several miles by a triumphant progress of roughs, bonneting and robbing every possessor of a hat and watch, the men of war and their gallant colonel, marching stoutly on unmoved and unappalled, without any movement toward interference, the movements of those autocrats of our street—the roughs—became suddenly the subject of considerable newspaper discussion. The *Times* expressed a conviction in which most people would have been happy, if they could, to acquiesce—that the dominion of these modern highwaymen was merely temporary. It is true that they have never since taken such united action, but a daily glance

at the police reports will show that their operations are still conducted with unremitting industry. This is saying nothing of the cases in which no arrest is made. It is very disgraceful that the streets of London should continue so unsafe. We do not know with whom the fault lies; we should have thought that our police force was large enough to keep street thieves in check, and wish that such of the modern highwaymen as happen to get apprehended may be sent for trial before Baron Bramwell.

WE ARE very sorry to hear that Mr. Baily, Q.C., of Vice-Chancellor Malin's Court, contemplates retiring from practice, on account of his health. Mr. Baily will be much regretted by all, whether members of the bar or solicitors whose practice before Vice-Chancellor Kinsky, or his successor, has led to their being frequently associated with Mr. Baily. Apart from his strictly professional capabilities, his uniform kindness and good temper have earned for him the good wishes of everyone. It is understood that Mr. De Gex, Q.C., and Mr. Cotton, Q.C., will henceforth practice in Vice-Chancellor Malins' court, so that, as far as number is concerned, the gap occasioned by the retirement of Mr. Baily will be more than filled up.

FLETCHER BOUGHEY, Esq., of the Oxford Circuit, has been appointed Recorder of Shrewsbury. Mr. Boughey was called to the bar on June 11, 1839. He is a son of the late Sir J. F. Boughey, Bart.

"SCENES IN COURT" are becoming an everyday occurrence. No less than three have we to record this week, and if these occurrences go on multiplying at their present ratio, we shall have to devote a distinct heading to this kind of matter, and bring it in somewhere between our "Courts" and our "Foreign Tribunals." We do not, however, believe that these occurrences are really increasing in frequency; they happen to have occurred several at a time just now, and that is all. Of the instances which we have had to record this week, one is a silly and very unseemly dispute between a barrister and an attorney in Ireland, where, perhaps, blood is hotter and tempers are more easily roused than over here. Respecting the recent passages at Manchester; we sincerely regret that such events should have happened, and shall make no further comment. We also have to regret an altercation which took place last Thursday between Mr. Glasse, Q.C., and Mr. Karslake, Q.C., in Vice-Chancellor Malins' Court. When the Long Vacation is over, all these affairs, we hope, will have been entirely forgotten, and will not recur.

THE INCLOSURE OF COMMONS.—I.

There are few domestic questions of such general interest as those relating to commons and open spaces in the neighbourhood of London and other large towns, and few which involve more difficulty. Waste lands indeed have always been a fertile source of dispute, from the time when the herdsmen of Abraham and Lot quarrelled about surcharging a pasture, to the present day: in our own country the formidable insurrections in Devonshire, and that in Norfolk in 1549, known as Ket's Rebellion, were in a large degree occasioned, if not entirely caused, by the inclosure of commons. In the present day, however, the question has assumed an entirely new aspect. This London of ours, untrained and unpruned, runs wild according to its own sweet will, and more particularly delights to twist its brick and mortar branches round the commons that lie within its reach. The first outposts of the invading army are the villas, and they are soon followed by the main body in the shape of shops and cottages and their concomitant public houses; and then the rear is brought up by the inevitable railway station. But the common is not only besieged from

without, it has also enemies within; for the lord of the manor, seeing how valuable it has become for building purposes, incloses first one bit and then another, till in the end the poor common is nearly "approved" off the face of the earth; and the residue, without police or other regulations of any kind, becomes a wilderness of gravel pits and dung heaps. It is notorious that such has been the fate of many of our suburban commons, and we take it for granted that everyone who is not pecuniarily interested in the matter is agreed on the main point we have in view, viz., that it is highly desirable in the interests of the public to prevent these open spaces being further inclosed, or becoming a nuisance;—but what is the best method of securing this end, what are the respective rights of lords and commoners, and what, if any, are the rights of the public in the matter? These are questions which few would venture to say that they could give complete and satisfactory answers to.

A year or two ago, before our interest was so much absorbed in politics, this was a subject widely discussed, and a stout resolution was manifested on the part of the public to resist further encroachment on what, from long user, they regarded as their right to wander at will over commons. Particular attention was accordingly paid to the law and history of the subject, and as a result of the movement there now lie before us two reports of a committee of the House of Commons in 1865, a statute of last session, an excellent pamphlet by Mr. Cole, Q.C., of the equity bar (reprinted from "Fraser's Magazine") and a handsome volume of essays written for prizes offered by Mr. Peck of Wimbledon. The way in which we propose to consider the subject is this: after briefly glancing at the origin of manors, and the relations subsisting between lords and commoners, we shall inquire what power the lord had to approve before and after the statute of Merton; secondly, what has been the policy of the Inclosure Acts, and the legislation of last session on the subject; thirdly, whether protection against inclosure may be derived from the forestal rights of the Crown, where they still exist; and, lastly, how far the public has, or ought to have, a right to use commons in the neighbourhood of large towns for exercise and recreation.

All manors originate in grants of territory to be held in severalty of the Crown, and many of these manors were parcelled out even before the conquest. In Mr. Beale's prize essay a considerable space and much historical research are devoted to proving the existence of feudal tenures in this country before the Norman migration. Then, however, at all events, the tenant of boc-land, who owed no fealty to a lord, had ceased to exist, and the universal maxim was—"nullus terre sans seigneur;" alodial property was gone; and, in the eye of the law not only had every inch of land, even to the soil of highways and the foreshore of the sea, a distinct owner, but it was all held either mediately or immediately of the king as lord paramount. When the sovereign granted a manor for military services, the lord retained some of the land for his own use, and this constituted his demesnes, and on this he built his mansion; of the rest, some he granted at various rents and services to free tenants in socage or by knight's service, which latter has been changed into socage by 2 Car. 2, c. 24, and these free tenants are now the freeholders of the manor; some he granted to an inferior class, viz., his villeins, to hold as tenants at will by copy of court roll, and these are now the copyholders of the manor; and the residue formed the lord's waste, and it is with this residue we are now concerned. The lords, too, by sub-infeudation granted manors to be held of them just as they held of the Crown, till this system was put a stop to in the year A.D. 1290 by the statute of Quia Emptores, 18 Edw. 1, c. 1, since which date no manor can have been created. In point of fact we believe hardly any perfect manors exist at the present day—that is to say, manors possessing a court baron with at least two free suitors. Mr. Hunter, in his essay, tells us that, according to the judicial

statistics of 1859, there were then only five; but, for our present purpose, it matters not whether they be perfect manors or seignories. The waste "was neglected by the lord because he had before taken into his demesnes what he had need of" (per Sir F. North, 1 Vent. 395); and, as the tenants could not feed their cattle on the allotments he had granted to them, while the corn was growing, they were allowed to feed them on the waste, and this at length ripened into a right of common of pasture. Other rights of common were similarly acquired: for instance, the tenants wanted to build on their new allotments, and thus arose estovers—they wanted fuel, and thus they acquired common of turbary. These rights of common were enjoyed by the freeholders of the manor, either as appurtenant or appurtenant to their holdings, the former being incident to their original holdings, the latter being conferred by the lord subsequent to the original distribution, and being claimable by prescription; and they might also be held in gross by strangers to the manor, or might be appurtenant to land not held of the manor. The copyholders, however, by reason of the baseness and want of permanence of their estate, could not claim right of common as either appurtenant or appurtenant; nor could they hold it in gross, as they were too indefinite a body for a grant to be implied to them; their only way of claiming it was by the custom of the manor, and such claim falls within the Prescription Act. It may therefore be roughly stated, that the right to take the herbage on the surface of the waste by the mouths of their cattle is in the commoners of these various descriptions. But they cannot meddle with the soil, and if an injury is done to the land they have not sufficient interest in it to maintain trespass, but must have recourse to an action on the case for consequential damage; the right to the soil and minerals is in the lord. What power, then, had the lord, before the Statute of Merton, to inclose these waste lands, or any part of them? Originally he was, in contemplation of law, it is said, the proprietor of the whole, but for valuable consideration he had subsequently granted to third persons the right for their cattle to roam over any part of it: *Farmer v. Hunt*, Yelv. 201. Perhaps, though it is doubtful, he could approve against common of pasture appurtenant; but then only on leaving sufficiency of common. But he could not approve against his own grants, which, as we have seen, extended to any part of the waste. It is clear therefore that but little inclosure could take place under this head. If, however, the lord and commoners of a manor unanimously agreed to do so, they could inclose the waste and partition it amongst themselves to the exclusion of the public; but to do this it was necessary to obtain the assent of every commoner, and if a single one of them dissented, or laboured under disability from infancy or otherwise, nothing could be done. Consequently, under this head also there could have been but few inclosures. Again, the lord might approve in a third way, viz., with the consent of the homage; that is, of the copyholders of the manor duly convened at a customary court. But he could only do so if there were a custom in the manor to authorise it, and a custom to inclose without limit would be void for unreasonableness. All the copyholders, moreover, must be fairly summoned, and the homage must, according to the better opinion, assent unanimously; and even where all these requisites were complied with, he could only by this means approve against the copyholders, and not against the freeholders of the manor. It follows that under this third head also there could have been but few legal inclosures.

As grazing on open lands has been superseded by more effective means of feeding cattle, and as cheap coal has encroached upon the use of turf for fuel, many common rights, as might have been expected, have almost fallen into disuse. But in many cases this non-user has arisen from the wish of persons having common rights not to interfere with the enjoyment of the public, and consequently in such cases the presumption would be that it was not intended to let the rights fall into disuse where their

retention would be of advantage to the public. But then there is the further question, whether non-user does extinguish the right. Lords of manors, no doubt, have jumped to the conclusion that it does, and, as Mr. Cole points out, have, in some instances, cut down pollards which the commoners might lop, in the vain belief that with the removal of the pollards the right to estover would disappear also. It seems, however, that neglect or non-user will not destroy a right of common once established, without absolute abandonment; and Mr. Justice Liddedale says (*Moore v. Rawson*, 3 B. & C. 339), that the same length of time which would be necessary to raise a presumption of grant, would be necessary to raise a presumption of release by reason of non-user. Rights of common may also be lost by unity of possession of the land, by severance of the right of common, and by the enfranchisement of copyholds to which rights of common are attached. But we apprehend that allowing for all these causes of extinguishment a considerable number of common rights must in almost all cases still exist, and of course before the statute of Merton, when these rights were more valuable, there could have been scarcely any which had lapsed. If then the above were the only cases in which the lord could approve, we should not have much to fear for the integrity of our commons. In our next we propose to consider the lord's power to approve after the statute of Merton.

THE DEATH OF A LIMITED COMPANY.

Our readers must not understand from our using the above phrase that we intend to describe either the mode in which a company commits "the happy dispatch" or the termination of its too often miserable existence by the hand of the Court of Chancery. Our object is the more modest one of indicating some of the views which the Courts have recently taken as to these different modes of dissolution.

1. The Court is disinclined to interfere with a voluntary winding-up. "The Legislature thought that a majority could regulate the winding-up as well as the other parts of the business of the company, and the Court will not interfere if their votes are given fairly and reasonably but will consider the will of the company, and save it from the litigation usual in cases of compulsory winding-up," per Vice-Chancellor Wood, in *Re London and Mercantile Discount Company*, 14 W. R. 219, 1 L. R. Eq. 277; and where a valid resolution has been passed, will refuse to make an order for a compulsory winding-up upon the petition of a contributory: *Re Bank of Gibraltar and Malta*, 14 W. R. 69, 1 L. R. Ch. 69. 2. But will, if required, continue the same under supervision; at least, the Master of the Rolls, we believe, has held that a minority of shareholders, however small, may insist that a winding-up should not be purely voluntary, although a resolution has been duly carried to that effect. 3. But an order for a compulsory winding-up will be made where the resolution to wind up voluntarily has been obtained and is supported by the undue influence and overbearing authority of persons whose acts are sought to be impeached: *Re London and Mercantile Discount Company (ubi supra)*; *Re West Surrey Tanning Company*, 14 W. R. 1009; or the resolution has been obtained at a packed meeting: *Re National Savings Bank Association*, 14 W. R. 1005, 1 L. R. Ch. 547; or such resolution is irregular: *Re Bridport Old Brewery Company*, 15 W. R. 291, 2 L. R. Ch. 191; (unless, perhaps, where all the creditors and a large majority of the shareholders support the winding-up under supervision); or there are matters which require investigation, and, from the magnitude of the interests at stake, it is desirable that the more ample powers provided by the Act in the case of a compulsory winding-up should be exercised—e.g., to enforce prompt payment of calls, to prevent contributors escaping their liabilities, to realise speedily the assets of the company, and to obtain sufficient security from the liquidator: *Re Northumberland, &c., Banking Company*, 6 W. R. 527, 2 D. & J. 378; *Re*

Burned's Banking Company, 14 W. R. 722; although in the case of *Re Bank of Gibraltar and Malta* (*ubi sup.*), where the voluntary winding-up was nearly complete, a compulsory order was refused, and leave was given to file a bill in the name of the company.

The order will also be granted where there has been great delay in ascertaining the wishes of the shareholders after the presentation of the petition : *Re Oriental Commercial Bank* (*Limited*), 15 W. R. 7, and especially if proceedings have been taken for some time under a voluntary winding-up : *Re Metropolitan Carriage Company*, 1 K. & J. 22; *Re Anglo-Californian Gold Mining Company*, 10 W. R. 309. 4. But as between continuing the voluntary winding-up under supervision, and making an order for a compulsory winding-up, the Court will incline to the former, both on the ground of saving of expense and the inconvenience it finds in carrying on business transactions on a large scale, as an instance of which Vice-Chancellor Wood once mentioned a case in which he had been asked to authorise the advance of £200,000 by telegraph to India.

We must add to the above statements by way of qualification that a distinction exists between the cases where a creditor or contributory is the petitioner. The effect of section 145 and section 149, as to the rights of creditors, appears to be, that in the choice between a compulsory winding-up and one under supervision, a majority in value of creditors will generally be allowed to bind a minority, but that a voluntary winding-up will not be allowed to continue against the wish of any creditor, unless the Court is satisfied that he will not be in any degree prejudiced by such course being adopted: *Re Northumberland Banking Company* (*ubi. sup.*); *Re General Rolling Stock Company*, 13 W. R. 423, and see *Re Manchester Queensland Cotton Company*, 15 W. R. 1070.

We may also observe with reference to a recent case of *Re Suburban Hotel Company* (reported in the current number of the W. R.), that although Vice-Chancellor Malins applied a similar rule to that above mentioned, for the protection of minority of shareholders in the choice of the mode of winding up, to a case where the majority were unwilling that the company should be wound up at all—the late Lord Justice Turner and Lord Cairns, when the case was brought before them on appeal, seemed to entertain decided opinions on the question whether a company shall be wound-up or not, in the absence of fraud or manifest impossibility from insolvency or otherwise of carrying on business, the will of the majority estimated not by persons but by shares is absolute, and Lord Cairns subsequently gave judgment to that effect.

We have pointed out the distinction between the rights of creditors and contributories as petitioners. Before the recent case of *Re Anglesea Colliery Company*, 14 W. R. 1004, 1 L. R. Ch. 555, there was some doubt whether a holder of fully paid-up shares was a "contributory" so as to be entitled to petition to wind-up the company under section 82 of the Companies Act, 1862; and since that decision it has been questioned (see some remarks in our last number), whether, in order to obtain the order, he must not show, as was held by the Master of the Rolls in the case of the *Lancashire Brick and Tile Company*, 13 W. R. 569, that out of the assets, or by means of contribution from the other shareholders, he would receive back part of what he had paid. However, the case of the *National Savings Bank Association*, 14 W. R. 1005, 1 L. R. Ch. 547, is an authority that a holder of shares fully paid-up has a right to present such a petition; the judgment of Lord Cairns above referred to shows that in estimating the majority no difference will be made between such shares and those on which calls may yet be made; and the only question is whether, when the company is absolutely insolvent, that being one of the cases in which a minority may obtain a winding-up order, the fact of such minority consisting of holders of paid-up shares would be a disqualification, on the ground that they could not possibly benefit by the order. If the insolvency of the company is doubtful we should say,

without hesitation, that the holders of such shares would have as good a right as any other shareholders to, and would, if properly supported by the creditors or the other shareholders, obtain the order; and, as by a company being insolvent, must be meant that no surplus would be left after calls had been made on all the shareholders to the full extent of their shares, and applied in discharge of the liabilities of the company, we cannot see any ground for a distinction between the rights of the different classes of shareholders to wind-up a company when insolvent.

THE THIRD REPORT OF THE INDIAN LAW COMMISSION.

The Indian Law Commissioners, although several of them busy men, certainly do not allow the grass to grow underneath their feet. This time last year we had to congratulate ourselves upon the issue of their second report. Now the third report has just been printed. It is confined to the law of Bills of exchange, Promissory notes, and cheques, and constitutes the Code of negotiable instruments. We think it would have been very desirable if the Commissioners had been assisted in this work by what we may term the lay element, that is to say, it would have been advantageous that the whole question of this part of the law should have been considered by men more accustomed to mercantile pursuits than the standing members of the commission.

This course was, in point of fact, followed in Prussia when the delegates from the German States were chosen to prepare the code of negotiable paper, and the tribunal which ultimately settled the code comprised several leading merchants and bankers. There is one member of the Indian Law Commission who, we feel sure, would not have objected to the introduction of this lay element—we refer to Lord Romilly, whose views on this subject may be gathered from his expressed opinion—which was also held, we believe, by Sir Samuel Romilly—that even the august tribunal of the House of Lords would be much improved as a Court of Final Appeal if the lay element were introduced.

The Indian Law Commissioners have, however, done their work without such assistance, and the result is before us. The first thing which strikes us is the advantage of having the whole law of negotiable instruments compressed into 145 short paragraphs. The Commissioners have pursued the same plan as that followed by them in the previous codes—viz., of enunciating general principles—and then, when it seems necessary to elucidate or explain, introducing illustrations. Thus (plac. 16) it is provided that—"A person who, without authority, signs the name of another to a promissory note, bill of exchange, or cheque, incurs thereby the same responsibility as the person whose name is so signed would have done if he had authorised the signature," and afterwards the following illustration is given:—"A., a merchant in Calcutta, directs his agent B., at Benares, to buy for him fifty bales of silk, and premises B. to remit the amount of the purchase-money immediately. The purchaser requires payment by a bill of exchange; B., intending to benefit A., signs his name to a bill of exchange as its acceptor. A. repudiates the transaction; B. is personally liable on the instrument as principal." We refer to this provision in the suggested code, because it illustrates the boldness with which the Commissioners have acted throughout in the preparation of the codes for India. They have not hesitated to introduce new law when it seemed desirable, and have, in many instances, drawn from foreign sources, in order to make up some shortcomings or defects in our present law. Thus the provision to which we have referred creates a greater liability than is known to our law. It is adopted from the German code, and places acceptors upon the same footing as any other person who signs, without authority, the name of another to a negotiable instrument. There is another change proposed which we will notice. Our readers are aware that, although by our law a negotiable instrument

payable to order may, by being endorsed in blank, be made payable to bearer, yet an instrument which is payable to bearer cannot, by indorsement, be made payable only to order or to an individual. This is an undoubted restriction upon the exercise of absolute ownership which the law purports to give to the holder of a negotiable instrument, and has been condemned by the general opinion of the mercantile community. It is therefore provided (pl. 30) that although an instrument has, either originally or by indorsement, been made payable to bearer, its negotiability may be restricted by an indorsement. Several other changes are made in the existing law. In one case the right is limited instead of increased. We refer to the case of a lost negotiable instrument. According to the decisions of our courts of equity, the holder of a negotiable instrument, which, it can be proved, has been lost or destroyed, may be authorized to recover payment on giving security to indemnify the payer. The Indian Law Commissioners propose to limit the operation of the rule to claims against the maker of a note and the acceptor of a bill, thus giving no assistance to a person who seeks to receive the amount of a lost or missing negotiable instrument from an indorser. Lastly, they propose to abolish days of grace. "In making this change," they say, "we have followed the course which is adopted almost everywhere in continental Europe, and which we believe to be in accordance with the general opinion of the mercantile classes. Greater simplicity is thereby introduced, and an embarrassing distinction between instruments payable on demand and at sight is got rid of." As a consequence of this change they also recommend that when the day on which a negotiable instrument by its terms becomes payable, happens to be one on which business is not usually transacted, the instrument shall be payable on the first business day thereafter, and not, as at present, on the day before. The report will be found to contain other very interesting matter, but our space at present compels us to leave the subject.

RECENT DECISIONS.

HOUSE OF LORDS.

DOCTRINE OF SATISFACTION.

Chichester v. Coventry, Ho. of Lds., 15 W. R. 849, 2 L. R., Ho. of Lds., 71.

The doctrine of satisfaction is said to have arisen from a desire to protect the heir by diminishing the charges on his estate, but whether this be true or not, its presumed object is now generally stated to be to secure that equality in the distribution of a parent's property among his children which, with the exception of the rule of primogeniture in the case of real estate, is recognized by the State, as in the Statute of Distributions, to be right and proper. That its application has often been, and in the above case would have been, beneficial, we do not doubt; but the uncertainty attending it, and the consequent encouragement given to litigation being set against its advantages, we are glad to see its influence rather checked than extended. We shall best show the effect of the decision by an epitome of the circumstances of the case. The testator had two daughters, both married. By a settlement on the marriage of one of them (Lady Chichester), he covenanted with the trustees for the payment of £10,000, to be settled on the husband for life, subject to an annuity of £200 to her for pin-money, with a life interest to her if surviving, and, on the death of the survivor to the children as she should appoint. By his will the testator gave his residuary estate, after satisfaction of his debts, &c., to trustees upon trust in moieties for his daughters respectively for their separate use for life, with general power of appointment, to the exclusion of their husbands. The question was whether the gift of half the residue operated as a satisfaction of the sum secured by the covenant in the settlement. There could not have been much doubt that if the will had preceded the settlement the provision by the latter

would have been held to have been an ademption, at least *pro tanto*, of the bequest in the will, both provisions being in the nature of portions. The Vice-Chancellor Wood, finding no distinction between the application of the rule against double portions in cases of ademption and satisfaction, thought the present an example of satisfaction, and that the sum secured to the trustees of the daughter's settlement must be deducted from that daughter's share of the residuum. On appeal, Lord Justice Knight Bruce agreed on the strength of the authorities, Lord Justice Turner, however, dissenting, mainly on the ground of the direction in the will for payment of debts. The opinion of the latter, as we find not unfrequently to have been the case where that careful judge found it necessary to express such dissent, has been supported in the higher court, both Lords Cranworth and Chelmsford holding that the direction for the payment of debts took the case out of the rule or presumption against double portions, and also agreeing that there was sufficient difference between the limitations and modes of enjoyment of the provisions in favour of Lady Chichester and her children under the will and the settlement to rebut such presumption. If it were not rather quixotic to criticise a decision of the House of Lords, we should have doubted whether, in a simple case, the general and usual direction for payment of debts, about which, or the effect of which, the testator might well have been ignorant, ought to have been allowed to convert what would otherwise have been treated as a portion into a debt. In *Thynne v. Lord Glengall*, 2 H. L. Cas. 181, the portion took the form of a debt; and in cases of satisfaction it is difficult to see how it could do otherwise, the question being whether something given in favour of a child by will has satisfied an obligation existing at the testator's death in favour of such legatee. On the other point, the difference of the interests, no doubt, is a serious objection to the application of the rule, it being impossible to displace the interests of the persons taking under the irrevocable instrument to whom no equivalent is given by the revocable one. We shall add a few words as to this in our observations on the next case.

COMMON LAW.

Walker v. The Great Western Railway Company, 15 W. R., Ex., 769.

This very short case decides that the general manager of a railway company has authority to contract for medical attendance upon a person injured upon the company's line so as to bind the company. The plaintiff was a surgeon, and was called in, by the direction of the defendants' general manager, to attend a man who had been hurt in an accident on the company's railway. The plaintiff brought his action against the defendants for remuneration for his services, and the defence was that the general manager had no authority to pledge the credit of the defendants by such a contract. It would seem pretty clear, according to the ordinary rules, that the defendants would be bound by a contract of this kind made by their general manager. There was, however, one case *Cox v. The Midland Railway Company* (3 Ex. 268) which certainly gave some colour to the defendants' contention. It was held in that case that a station master of a railway company had no authority to bind the company by contracting for medical attendance to be supplied to a passenger injured in an accident. The defendants relied upon this decision. The Court held that the defendants were liable on the contract of their general manager, and refused to grant even a rule nisi for the purpose of having the question argued. Besides the point actually decided, which is not perhaps of very much importance, this case may also be taken as an example to show that companies have practically greater freedom to contract by agreements not under seal than they had when *Cox v. The Midland Railway Company* was decided. It was then thought that a company could, with some few exceptions, only contract under seal, but since then much greater latitude has been allowed them in

this respect, and *Walker v. The Great Western Railway Company* is an illustration of this gradual change in the law.

Kidstone v. The Empire Marine Insurance Company (Limited), 15 W. R. Ex.C. 769.

A question of great importance, which had never before been decided in this country, was raised in this case. The plaintiff chartered a vessel, of which he was owner, from the Chincha Islands to a port in Great Britain, and insured the freight (valued at £5,000) for £2,000. The vessel suffered damage on her voyage from perils insured against, and was compelled, in consequence, to put into Rio. It was then found that she was so injured as to be a total loss. The cargo was transhipped by the master to another vessel, and was ultimately brought to its port of destination. The plaintiff had to pay £2,467 11s. 10d. for the carriage of the cargo from Rio to England, and on its arrival he received from the charterers the full freight of £5,000. The plaintiff then claimed from the defendants re-payment of part of the money paid by him for bringing the goods from Rio in proportion to the amount insured, viz., two-fifths, as two-fifths only of the whole value of the freight was insured.

The policy of insurance was in the ordinary form, and contained a clause to the effect that the underwriters should not be liable for particular average—or, in other words, for a partial loss of the freight insured. The policy also contained what is called the suing and labouring clause, in the following words:—"In case of any loss or misfortune, it shall be lawful for the assured, their factors, servants, and assigns, to sue, labour, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matter of the insurance, or any part thereof, without prejudice to the insurance, the charges whereof the said company will bear in proportion to the sum hereby insured." The defence was that the master was bound, under the circumstances, to forward the goods to England, and that his ability to do so, and thereby to earn the whole of the freight, subject to the cost of the conveyance from Rio, made the case one of partial, and not of total, loss of freight, and therefore the defendants were not liable to pay the sum claimed as it fell within the clause in the policy which excepts particular average from the risks insured against. The Court of Exchequer Chamber held—affirming the judgment of the Court of Common Pleas—that the plaintiff was entitled to recover what he claimed.

Kelly, C.B., in delivering the judgment of the Court, said—"We are of opinion that, upon the ship becoming a wreck at Rio, and the goods having been landed there, inasmuch as no freight *pro rata itineris* could be claimed, a total loss of freight had arisen, and that the expenses incurred in forwarding the goods to England by another ship were charges within the suing and labouring clause, incurred for the benefit of the underwriters, to protect them against a claim for total loss of freight, to which they would have been liable but for the incurring of these charges, and that consequently the amount is recoverable under that clause in the policy." It will be seen that the decision of this case depends upon a technical rule of law—that no freight is due until the voyage is completed. Freight in this way somewhat resembles rent which does not accrue *de die in diem*, but accrues due on the day it is reserved. This rule applied even when a ship is lost or so damaged that she cannot proceed with her voyage. Even, although the cargo may have been brought within a few miles of its destination, no freight is due until it actually arrives. Although this sometimes may lead to rather inconvenient results, it does not cause so great a hardship as might at first sight be imagined because it was long ago established (*Shipton v. Thornton*, 9 A. & E. 314) that if a vessel is prevented from completing her voyage by sea damage the master is entitled, if he thinks fit, to forward the goods by some conveyance equally cheap to their destination, and he is then entitled on the owners obtaining

their goods, to the whole freight which they have contracted to pay. This rule applied in this case. On the arrival of the goods at Rio (the vessel being a total loss) there was apparently a *total* loss of freight. If the master had not transhipped and sent on the goods the underwriters would have been liable to pay the whole sum insured because the plaintiff could not have claimed any freight at all as the voyage was not completed. Instead of this the master sent on the goods by another ship and so earned the freight originally agreed to be paid. There was therefore no loss of the freight either total or partial and the expenses of forwarding the goods from Rio seemed to come within the very words of the suing and labouring clause. An attempt was made to show that these expenses could not be recovered under this clause, and two well-known cases *The Great Indian Peninsula Railway Company v. Saunders* (10 W. R. 520), and *Booth v. Gair* (12 W. R. 105), were cited in favour of this contention. The Court, however, distinguished these cases from *Kidstone v. The Empire Marine Insurance Company*, as being cases where it was impossible to say there had been a total loss. There the insurance was upon goods some only of which had been destroyed, while here the whole subject matter of the insurance would have been totally lost but for the expenditure which the plaintiff endeavoured in this action to recover. Another question also arose as to the admission of evidence for the purpose of showing the precise meaning of the words "particular average" and "particular charges." It was held that evidence was admissible to show that the expenses incurred in preserving the subject matter of the insurance were designated as "particular charges," and not as "particular average." Such evidence in no wise controlled or varied the language of the policy, and was therefore, admissible in accordance with the well-known rules of evidence on this subject.

COUNTY COURT—NEW TRIAL—COMPUTATION OF TIME.
Copcutt v. The Great Western Railway Company, 15 W. R. C. P. 790.

A point of practice was decided in this case which may be usefully noticed here. A cause was sent down for trial before a county court judge by a judge's order under 19 & 20 Vict. c. 108, s. 26.

The trial took place upon the 24th of last January, and a verdict was entered for the defendants. A rule for a new trial was obtained in Easter Term.

The defendants, on showing cause against the rule, contended that as Hilary Term did not end until the 31st of January, the rule had not been obtained within the time required by rule 50 of Hilary Term, 1853, which requires that no motion for a new trial shall be allowed after the expiration of four days from the day of trial, nor in any case after the expiration of the term if the cause be tried in term. The contention of the plaintiffs was that the time within which the motion must be made was to be computed from the return of the certificate of the result of the trial (which the registrar of the county court is bound to read to the superior court), and not from the date of the trial. The Court held that the time must be calculated from the date of the trial.

This decision makes the practice in moving for new trials in county courts the same as that in cases where the trial has been at *nisi prius*, and this uniformity of practice is in itself an advantage.

There were several technical arguments in favour of the other view, but the decision which the Court arrived at will probably be the most practically beneficial of the two.

NOTICE OF TRIAL, AFTER POSTPONEMENT.
Claudet v. Prince, 15 W. R. B. C. 794.

In this case also a point of practice arose, and the decision is of the more importance inasmuch as it completely overrules what appears to have been the old practice.

The question was simply whether, if the trial of a cause for which one notice of trial for London has been given is postponed to the next sittings in London by a judge's order obtained by the plaintiff, it is necessary for the plaintiff to give a new notice of trial. It is clear that a fresh notice of trial is not necessary where a cause is made a remanent in consequence of its not being reached, or if a cause is postponed by a judge's order made at *nisi prius*: *Shepherd v. Butler*, 1 D. & R. 15. So also if an injunction is granted by the Court of Chancery to restrain the plaintiff from proceeding with an action, no new notice is necessary when that injunction is dissolved: *Stockton and Darlington Railway Company v. Fox*, 6 Ex. 127. Upon principle the same rule ought to apply where a cause has been postponed by a judge's order made at chambers. There were, however, two old cases and one new one, which were authorities to show that a fresh notice was absolutely necessary. The Court held, notwithstanding these cases, that a fresh notice was not necessary, and laid down the rule which had before been applied in the case of injunctions; that it was not necessary for the plaintiff to give notice of trial again, as all parties were in *status quo* when the cause came on for trial at the appointed time. This is far the most reasonable rule which could have been laid down, and it is well that the Court did not allow the authority of the old cases to govern their decision.

SECURITY FOR COSTS.

Smith v. Saunders, 15 W. R., C. P., 811.

As a general rule a plaintiff is not bound to give any security for costs, even although he may be in such poor circumstances as to be entirely unable to pay the costs of the action if he should ultimately become liable to them.

There are some exceptions to this rule where the court will exercise its discretion, and will require a plaintiff to give security.

One of the cases in which the Courts have required such security to be given is where the plaintiff has assigned his property for the benefit of his creditors, and sued merely as a trustee for them. In the case of *Smith v. Saunders* an application was made to compel the plaintiff to give security for costs on the ground that he had executed an inspectorship deed, and had therein covenanted to assign his property for the benefit of creditors when called upon to do so, and that he had no personal interest in the action, but was only suing as trustee for his creditors.

The application was opposed on the ground that an inspectorship deed does not stand on the same footing as a deed of assignment, inasmuch as the plaintiff was still in possession of his property. It was held that the plaintiff must give security as his creditors had the power of taking the whole of the property out of his control whenever they liked to do so.

COURTS.

VICE-CHANCELLOR WOOD.

Aug. 6.—*Walker v. Brewster*.—Fry applied to his Honour for permission to transfer this case to the court of Vice-Chancellor Malins, upon the ground that as there was no vacation judge until the 10th of August, a consent to a transfer was necessary.

His Honour said he believed it was quite an error to suppose that any sanction was required. It was a heresy that sprang up every year, but it was altogether unfounded. He had no doubt that when one Vice-Chancellor had risen, any other could deal with a matter which had originally been in the paper of another court.

Karslake, Q.C., as *amicus curiae*, said he recollects Vice-Chancellor Kindersley thoroughly investigating the matter, and he came to the same opinion as his Honour had expressed.

The Vice-Chancellor rose for the vacation about half past two.

VICE-CHANCELLOR MALINS.

Aug. 5.—A motion being made for the rectification of the register in the Overend and Gurney winding-up, involving a question between transferor and transferee similar to that decided in *Ward and Garfit's case*, the Vice-Chancellor said that it would be useless for him to hear it until the House of Lords had determined whether any shareholders would be left in that company, and that he had postponed his decision in a case of *Ex parte Musgraves*, also involving a similar question, for the same reason.

Re Marseilles Extension Railway Company.—An order had been made for continuing the voluntary winding-up of this company under supervision, the liquidators, Messrs. Cooper, Kemp, and Astley, not being expressly continued, but the order directing that such of the proceedings should be adopted as the judge in chambers should think fit. Mr. Astley having become bankrupt, a question arose in chambers who should be appointed in his place, and also as to retaining the others, it being alleged that they were too friendly to a particular section of the shareholders. The Vice-Chancellor, finding, as he said, so much hostility between the parties attending the proceedings, and that, directly a name was suggested by one side, a clamorous opposition was raised from the other, took the matter into his own hands, and, removing all the liquidators, appointed Mr. Quilter in their room, leaving it to be determined in court whether he had the power to do so.

This now came on for discussion, and sections 140, 141, and 147—150 of the Act of 1862 were referred to, it being argued, on the one hand, that due cause must be shown for the removal of a liquidator,—something more than the dislike of a section of the shareholders, and, on the other, that the judge had an unfettered discretion in the matter. Some amusement was caused by its appearing that on one occasion, the company's establishment being limited, one of the liquidators had produced his papers in a not very appropriate apartment, but it was not contended that this was a sufficient reason for his removal.

After a long discussion, and on the authority of *Ex parte Rawlins*, 13 W. R. 3, the Vice-Chancellor thought that he had the power to deal with the matter as he had done, and that the opposition of a considerable body of shareholders to a liquidator, or his inability to act in harmony with his colleagues, would be sufficient reasons for his removal; but apparently considering that it would be hopeless, by any fresh appointment, to satisfy all parties, he decided that the three original liquidators should be retained, the Court, however, requiring all proceedings in the winding-up to be conducted under its special direction.

Baily, Q.C., Glasse, Q.C., De Gez, Q.C., Karslake, Q.C., Napier Higgins, Fischer, Bagshawe, Locock Webb, Cottrell, Waller, and Horton Smith appeared in the case.

Aug. 8.—Vice-Chancellor Malins sat to-day for the last time in court before assuming the duties of Vacation Judge. His Honour stated that, during the vacation, he might be communicated with at the Angel-inn, at Godalming, in Surrey.

NORTHERN CIRCUIT.

MANCHESTER.

(Before Lord Chief Justice Bovill.)

Aug. 2.—*Petrie v. Bayley*.—The plaintiff was a machine maker at Rochdale, and sought by the present action to recover £299 7s. 7d. from the defendant who was the trade assignee of a bankrupt firm. The business of the firm having been carried on by the defendant, and goods supplied by the plaintiff.

The Attorney-General for the County Palatine (Edward James, Q.C.) for the plaintiff.

Jones for the defendant.

Bovill, C.J., said a *prima facie* case had been made out by the plaintiff, sufficient to send the case to the jury.

Jones then addressed the jury for the defendant, observing that the question was whether the defendant had contracted in his individual capacity to pay for the goods, and contending that he had not done so, and that the liability of the defendant had ceased when the bankrupts obtained their discharge.

E. James, Q.C., in reply, contended that the defendant was responsible as having carried on the business, or led the plaintiff to believe that he did.

Verdict for the defendant.

During the course of this case, Mr. Jones called for

some delivery orders from the solicitor, and handed them up to the judge. His Lordship proceeded to take a note of them without as usual having them read aloud by the officer. While his Lordship was examining them, Mr. James said that he should like to be informed what was going on, and complained that the judge was conducting the case differently to the usual custom of the court. He said he thought the papers produced should be read, so that both sides might hear what they related to. The Chief Justice replied that a large mass of papers had been produced, and before they were read he preferred to see them. If it had not been the practice of the court to exercise that preference he would introduce it.

James said that such a course would be exceedingly inconvenient to the bar.

The CHIEF JUSTICE said it was apparently only to the inconvenience of one gentleman. His interposition was in Mr. Jones's cross-examination, and Mr. Jones did not object.

Jones thanked his Lordship for the trouble he had taken.

James regretted his Lordship should have introduced a practice which would prove very embarrassing to the bar.

After the case had proceeded a little further, Mr. James again interposed as to the course which his Lordship was pursuing.

James.—I have been at the bar forty years.

The JUDGE.—And never heard such an objection raised before, as when there is a series of delivery orders handed up, and having produced them yourself, that you should object to the judge looking at them, and prefer they should be read by the officer of the court?

James.—I wished to see them properly produced.

The JUDGE.—That was not your objection.

James.—We must not stick at simple words.

The JUDGE.—That is what you do.

James.—My objection was that your Lordship's interposition prevented me conducting my case according to custom.

The JUDGE.—Does it prevent Mr. Jones?

James.—No, your Lordship.

The JUDGE.—Mr. Jones was conducting the case. It does not prevent you going on.

James.—It does prevent me, and I beg to say it prevents other counsel at the bar.

The JUDGE.—When you are prevented by my interposition I will hear your objections. As the case goes on I propose to look at the papers. Mr. Jones has not interrupted, and I shall not permit you to interrupt me.

James.—Of course I am bound to obey your Lordship.

The JUDGE.—It is only because you are bound that you now yield the slightest deference to the Court. I am sorry to see it.

James.—We should get on much better if your Lordship permitted us to go on in our own way.

The JUDGE.—Mr. Jones is conducting the case now. Do you wish these papers to be read by the officer of the Court?

James did not reply.

The JUDGE.—That is the deference you pay to the Court! I asked you a question, and this is not the first time I have had occasion.

James.—Really, this is most distressing.

The JUDGE.—It is. I asked you in terms loud enough to be heard by any gentleman.

James.—Your Lordship is the only gentleman on the bench who has ever, on the bench, made these remarks. There must be some cause.

The JUDGE.—I spoke in tones loud enough for any gentleman to have heard, asking if you wished these papers to be read?

James.—No, your Lordship; I do not.

The case was then proceeded with.

Aug. 7.—*Barlow v. Fletcher*.—(Special Jury.)

Pope and Jordan for the plaintiff; *E. James, Q.C.*, and *Edwards* for the defendant.

This was an action brought to recover a share of the profits of a business. In the course of the examination of the witnesses for the defence, Mr. James complained that one of his witnesses had to be subjected to two cross-examinations—one by the counsel and one by the judge; and afterwards there was an altercation between Mr. James and the judge, caused by Mr. James having corrected the answer of a witness as taken by the judge.

His LORDSHIP said—I must beg you do not contradict so peremptorily.

James.—My lord, I did not; but I must insist upon the rights of the bar, and I will have them.

His LORDSHIP.—And you shall have them; but you must respect the position of the judge who presides.

James.—I do respect the position.

His LORDSHIP.—I very much regret to hear a leader of the bar make use of such expressions, conveyed in such terms, and in such a manner.

James.—I am sorry there should be occasion for it.

Ultimately, after a great number of witnesses had been examined to prove that the plaintiff had had work done secretly for himself on the defendant's premises, and had fraudulently obtained goods, and premiums or commissions from persons who dealt with the defendant, the set-off was withdrawn.

The jury, after a long consultation, returned a verdict for the plaintiff for the full amount claimed.

GENERAL CORRESPONDENCE.

Sir,—I do not know whether the London and Provincial Mercantile Agency has at all come under your notice. In case it has not, I think it well to forward you a printed circular and form of memorandum of acceptance of appointment which the general manager has done me the honour to send me. I also send you a copy of my reply. I cannot understand how any respectable solicitor can place his signature to such a document as that enclosed.

JOSEPH DODDS.

[Copy.]

" 6th Aug., 1867.

" Sir,—I received your printed circular of the 15th inst., inquiring if I would accept the appointment of solicitor to the London and Provincial Mercantile Agency upon the terms and conditions set forth in your letter, and beg, in reply, to inform you that I will not, on any consideration, accept an appointment upon terms which, in my opinion, are so derogatory to the *status* of a respectable solicitor.

" I am, Sir, yours obediently,

" JOSEPH DODDS.

" Mr. J. W. Johnson, General Manager,

" London and Provincial Mercantile Agency,

" 104, Fleet-street, London."

The circular to which our correspondent alludes is the following:—

" THE LONDON AND PROVINCIAL MERCANTILE AGENCY,
" LIMITED.

" Chief Office,—104, Fleet-street, London.

" 15th July, 1867.

" Sir,—The Board of Directors of the above Agency require the services of a solicitor in your town and district; I am, therefore, desired to inquire if you would accept the appointment on the following terms and conditions, namely:—

" 1st. To act in all matters in which the agency send you instructions, or you receive instruction direct from members of the agency.

" 2ndly. To charge and make chargeable with all costs and expenses (except as mentioned in 5th clause) the debtor against whom proceedings are taken.

" 3rdly. Within three days after the receipt of money on behalf of the agency, to remit the same to the chief office.

" 4thly. In the event of the instructions being given by the member to you direct, you are deemed and taken for all purposes as his solicitor, and in this case all moneys received by you on his or their behalf to be paid over in three days after receipt of same.

" 5thly. That the agency or member shall only be liable for moneys actually expended out of pocket, and then only in the event of no money being recovered from the debtor, or a sum insufficient to repay such outlay.

" I await the favour of your early reply, and enclose you memorandum of acceptance.

" Remaining, Sir, your obedient servant,

" J. W. JOHNSON, General Manager.

" P.S.—In case of writs or other documents being sent to you by our solicitor, the above will not in anywise relate thereto."

[We can only say that our correspondent was, in our opinion, perfectly right in declining to accept Mr. John-

son's proffer. We may add, that the circular which was forwarded to our correspondent, bearing the word "Limited," and alluding to a "Board of Directors," emanated from no incorporated association, there not being any association of the name registered. We think we need say no more.—ED. S. J.]

THE "DAILY NEWS" AND SIR JOHN ROLT.

Sir.—The above-named paper accuses the late Attorney-General of political partisanship because he declined, on the suggestion of Messrs. Shaen & Roscoe, to file a criminal information against Governor Eyre for alleged crimes and misdemeanours committed by him while acting as Governor of the island of Jamaica. As the charge involves a subject of the greatest possible public and legal importance, let us see whether there is sufficient foundation for it, and in doing so we ought to consider what is the duty of her Majesty's Attorney-General when he is asked to file a criminal information.

It is beyond a doubt that the Attorney-General must possess a discretion in acting as the prosecutor of an information, for otherwise he would be bound to proceed at the instance of any one taking the formal steps by way of moving him thereto, quite irrespective of the character or foundation of the alleged crime or misdemeanour; and of course the spirit of the English constitution would not permit any person who chooses, to have so terrible a means of persecution and oppression. This being so the law has defined certain cases in which an information at the suit of the Attorney-General is the proper mode, or at all events one of other proper modes of proceeding. Blackstone lays down two classes of cases in which it is the proper or at least a proper mode of proceeding. These are, 1st. Enormous misdemeanours which tend to disturb or endanger the Government, or to molest or affront the Sovereign in the discharge of the royal functions. 2. Gross or notorious misdemeanours, riots, batteries, libels, and other immorality of an atrocious kind, which, though not tending to produce the same mischief as the last class of offences, yet on account of their magnitude or pernicious example deserve the most public animadversion. In addition to these I find it laid down in Petersdorff's Abridgment, vol. 5, p. 150, that an information at suit of the Attorney-General also lies against government officers "for bribery or other corrupt or oppressive conduct, and the like." Then comes the statute 42 Geo. 3, 85, the 1st section of which provides that all crimes, misdemeanours, and offences, committed by any governor of any foreign British settlement or colony may be prosecuted in England either on an indictment found by a grand jury or on an information filed *ex officio* by the Attorney-General.

It seems, therefore, pretty clear that the Attorney-General might have filed the criminal information if he had desired to do so. Let us see whether his having declined to do so can be fairly attributed to the motive alleged. There is no doubt but it is the duty of the Attorney-General to inform the Sovereign, or, what is the same, the tribunal which represents the Sovereign, the Queen's Bench, of such crimes as those above designated when he is sufficiently assured of their having been committed, and also to proceed against the offenders. Such informations are called *ex officio* because it lies peculiarly within the official duty of the Attorney-General to proceed against persons who commit such offences. The question would therefore seem to be, was the Attorney-General sufficiently assured (such is the expression of Blackwood) of the commission of such an offence as he in his office ought to have prosecuted by way of information. This is a question on which it is very difficult to pronounce. No doubt the facts brought before the Attorney-General would have been sufficient *prima facie* evidence of misconduct on the part of Governor Eyre. But doubtless the Attorney-General is one of a very large section of the public who think that those acts which others have been and are stigmatizing with very strong names, were lawful and necessary. If such be his view he was justified in acting on it, even in the discharge of his official duties, though if the questions involved had not before received investigation, it would be very unfortunate that such views should shut out such a full and ample investigation as the subject demands. The matter had, however, received considerable attention at the hands of other tribunals. At the same time I confess I don't think the Attorney-General would have taken anything but a very commendable step in lending his name and authority to a more full and ample investigation than the subject has hitherto received.

PUBLICUS.

LEGAL ETIQUETTE.

Sir.—A writer in the *Fortnightly Review*, Mr. Dicey, a barrister, and, I believe, a large contributor to the periodical literature of the day, dealing with the question how far legal etiquette contributes to or impedes the public and private advantage of both branches of the legal profession, draws the following conclusions, unfavourable to its continuance:—

1. It excludes solicitors from the prizes of professional eminence, while there is no other profession pursued by persons in the position of gentlemen which offers no public prizes as a reward for eminence.

2. It tends to lessen the rapidity with which any given barrister can obtain a reward for his labours, and hence, in most cases these rewards come late in life.

3. It makes eminence at the bar depend on connexion.

With regard to the first and second of these conclusions I have nothing to say at present, having formed no fixed opinion on the subject, and I therefore leave your readers to form their own opinion of their soundness. Only I would say that, constituted as the professions are at present, it seems to me that it would be a very dangerous experiment to open to solicitors the prizes which are now open to barristers, for the obvious reason that their previous training does not fit them for the discharge of the higher judicial functions as it does in the case of barristers. I must, moreover, remark that the position in society in which his affluence places the prosperous attorney, seems no small prize to place before the young solicitor who aspires to eminence. With regard to the third conclusion, there is no doubt considerable force in the remark that success at the bar depends on connexion. It seems, to me, however, that this is only partly true. Connexion at starting, and during the early part of a barrister's career, undoubtedly gives the person who possesses it an enormous advantage over him who does not. And, of course, the position acquired by a barrister in the early part of his career generally affects his permanent position in the profession. This is, no doubt, sufficiently disheartening to those who start without professional connection in the great race for forensic eminence. However, it is gratifying to reflect that some—perhaps the majority—of the most distinguished men at the bar, and on the bench, were without professional connexion at starting. With regard to the manner in which Mr. Dicey proposes to cure the evil, viz., by adopting the American system, or by allowing barristers to take instructions direct from the litigant, I think the former would place a very large class of junior barristers at a still greater disadvantage than the "unconnected" labour under at present; for if the American system were introduced, those who possess capital at starting would, of course, at once eclipse those who do not.

The other alternative presents some formidable objections into which time does not now permit me to enter, and it is so generally distasteful to the bar itself that it is out of the question.

A BARRISTER.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Aug 2.—In committee on the Representation of the People Bill:—

The Marquis of Salisbury moved certain clauses, to follow clause 29, giving power to electors to vote by voting papers. The first clause, "That any voter for a county or borough may, in compliance with the regulations hereafter contained, give his vote by a voting paper instead of personally," was carried by a majority of 114 to 36. The rest of the clauses, prescribing the regulations under which voting papers were to be used, were agreed to *pro forma*, to be discussed on the report.

Clauses 28 to 36, inclusive, were agreed to with verbal amendments.

Clause 37 (disenfranchising those who have received parochial relief within the year) was, on the motion of the Earl of Lichfield, amended by the insertion of words directing the overseers to omit such persons from the lists.

Clauses 38 and 39 were agreed to.

Clause 40 (University of London) was, on the motion of the Earl of Powis, amended by the alteration of the polling time to five instead of three days, and several other alterations assimilating the elections to those for the Universities of Oxford and Cambridge.

Clauses 41 and 42 were agreed to.

Clause 43 (a clause inserted in the other House on July 8, at the suggestion of Mr. Crawford, extending from seven to twenty-five miles the distance within which an elector for the city of London may reside while retaining his vote—amended by being restricted to occupiers) was, on the motion of Lord Cairns, amended by restoring the original clause moved by Mr. Crawford.

Clauses 44 and 45 were agreed to, with verbal amendments.

Clause 46 (disenfranchising a voter whose rate has been corruptly paid for him) was, at the suggestion of the Lord Chancellor, amended by the omission of the word "corrupt."

Earl Stanhope moved the following clause to follow clause 46:—"Whereas great inconvenience may arise from the enactments now in force limiting the duration of the Parliament in being at the demise of the Crown, be it therefore enacted that the Parliament in being at any future demise of the Crown shall not be determined or dissolved by such demise, but shall continue so long as it would have continued but for such demise, unless it should be sooner prorogued or dissolved by the Crown, anything in the Act passed in the 6th year of her late Majesty Queen Anne, chapter 7, in any way notwithstanding."

The clause was unanimously agreed to.

The following clause, proposed by Earl Grey, was also agreed to:—"No returning officer for any county or borough, nor his deputy, nor any partner or clerk of either of them, shall act as agent for any candidate in the management conduct of his election as a member to serve in Parliament for such county or borough; and if any returning officer, his deputy, the partner or clerk of either of them shall so act, he shall be guilty of a misdemeanour."

Earl Grey moved the substitution for clause 47 of a clause enacting that "no member of the House of Commons shall vacate his seat by the acceptance of an office which does not now disqualify him from sitting in Parliament." The amendment was rejected without a division, and clause 47 retained.

Clauses 48 and 49 were agreed to.

Clause 50 was amended, on the motion of the Earl of Devon, by the insertion of words providing that the overseers of parishes wholly or partly within boroughs shall mark with the word "borough," on the county voters list, the names of such of the voters as for any future Parliament would not be entitled to vote, and that their votes, if tendered, should be rejected by the returning officer.

Clause 53 was agreed to.

Clause 54 was, on the motion of Lord Cairns, amended by the insertion of words carrying out the principle of the amendment to the lodger franchise in clauses (carried on the 29th ult., *vide sup.* p. 916), which gives votes to the occupiers of houses in halls and colleges.

Clause 55 was agreed to.

A clause, proposed by Lord Cairns, respecting the time when new writs for the election of a new Parliament could be issued under the bill was agreed to.

The following interpretation clause was proposed by the Earl of Lichfield and agreed to:—"Where a borough rate or county rate is levied as a separate rate and not paid out of the poor-rate, the term 'poor-rate' shall for the purposes of the franchises conferred by this Act be deemed to include such borough rate or county rate."

The schedules and the preamble were then agreed to.

The Justices of the Peace Disqualification Removal Bill, and the Poor Law Board, &c., Bill, were read a second time.

The Railway Guards and Passengers Communication Bill, the Dogs Regulation (Ireland) Act (1865) Amendment Bill, and the Agricultural Gangs Bill, passed through committee.

Aug. 5.—Representation of the People Bill. Report of amendments.

An amendment by Earl Russell, restoring the limit of the Lodger Franchise from £15 to £10 was carried *nem. con.*

An amendment by Earl Granville, to add the following to clause 4:—"But nothing in this Act contained shall apply to any members of the University of Oxford or Cambridge in *satis pupillari*, so as to enable them to vote for any members for the city of Oxford or town of Cambridge" was negatived.

An amendment to clause 5, by Lord Stratheden, raising the qualification for occupation franchise in counties from £15 to £20 was negatived.

Lord Harrowby proposed to amend clause 17 (forming

Chelsea, Kensington, Fulham, and Hammersmith, into a new constituency represented by two members) by incorporating these districts with the constituency of Westminster and granting an additional member apiece to Westminster and Marylebone. The amendment was negatived.

The regulations with respect to voting papers were agreed to.

Clause 46 (corrupt payment of rates punishable as bribery) was, on the motion of the Lord Chancellor, amended by inserting the following words:—"Any person either directly or indirectly paying any rate on behalf of any rate-payer for the purpose of enabling him to be registered as a voter, thereby influencing his vote at any future election," &c.

In committee on the Courts of Law Officers (Ireland) Bill,—Lord Cranworth moved a clause providing that vacancies to the office of Master or Clerk to the Rolls in any of the superior courts of common law should be filled up by the judge of such court. In England, his lordship said, each law court appointed its own officers, and Lord Coke three centuries ago laid it down as one of the characteristic advantages of the English courts of law that the officers of the court were appointed by the heads of the court, who were responsible for their conduct. In Ireland the practice was, and had been, different. Early in the reign of George IV. a revision took place in the Irish courts, under which the master in the courts and one other officer were to be selected not by the heads of the court but by the Lord Lieutenant, an extraordinary provision, which would not have been tolerated for a moment in England. In the 7 & 8 Vict., when Lord Lyndhurst was Chancellor, further inquiry was made, and a bill was originated in the other House, regulating the Irish courts. It made, however, no alteration in regard to the appointment of the master and the other officer by the Crown. Lord Campbell, in their Lordships' House, pointed out the anomaly that the selection of these officers should be any other than a judicial selection. Lord Chancellor Lyndhurst entirely concurred, and a clause was introduced giving the appointment to the Chief Justices of the courts. The clause, however, was ultimately struck out. A Royal commission was not long since issued to inquire into the state of affairs in the different courts of common law and equity in this country and in Ireland. That commission unanimously recommended that in Ireland, as in England, the appointment of chief officers to the courts should be vested in the judges of those courts, and he was surprised to find that in this bill, for no possible object, except that of bestowing patronage on the Lord Lieutenant, it was proposed to continue the old system.—The clause was agreed to.

An amendment by Lord Cairns, providing that the minor officers in each court should be appointed by the Chief Judge thereof, and not by the judges in common, was agreed to. The bill then passed through committee.

The Master and Servant Bill, and the District Lunatic Asylums Officers (Ireland) Bill, were read a second time.

The Railway Companies Bill, and the Railway Companies (Scotland) Bill, were read a third time and passed.

August 6.—Representation of the People Bill. On the motion for the third reading of the bill.

Lord Stratheden moved a clause intended to provide seats for eminent men who did not happen to get elected. The proposed clause enacted, with regard to the new constituencies created by clause 12, "That from time to time the House of Commons might nominate one member for each or any of the aforesaid boroughs. The clause was negatived without a division.

The Earl of Harrowby moved, but afterwards withdrew, an amendment proposing that the new borough of Chelsea should be re-named Kensington. The bill then passed.

The Justices of the Peace Disqualification Removal Bill, and the Lunatic Asylums Officers (Ireland) Bill, passed through committee.

The Railway (Guards and Passengers' Communication) Bill was withdrawn.

The Indemnity Bill, the Bank Post Bills (Ireland) Bill, the Customs Revenue Bill, and the Inland Revenue Bill, were read a second time.

The Agricultural Gangs Bill was read a third time and passed.

Aug. 8.—The Earl of Morley moved the second reading of the Church Rates Abolition Bill.—Lord Delamere moved that the bill be read that day three months. The bill, which was opposed by Lord St. Leonards, the Archbishop

of Canterbury, and the Bishop of Oxford, and supported by Lord John Russell, was lost by a majority of 82 to 24.

In committee on the Bans of Marriage Bill the Bishop of Gloucester moved the omission of clause 1 (publication of bans immediately after second lesson). The proper time for publication of bans was after the Nicene creed. The Bishop of Oxford agreed. Lord Cranworth, Lord Houghton, and the Earl of Derby opposed. On a division, the clause was negatived by a majority of 40 to 8.

Clause 2 was agreed to, with amendments, and the bill passed through committee.

HOUSE OF COMMONS.

Aug. 2.—The Courts of Law Fees, &c., Bill was re-committed for the purpose of inserting certain amendments. This done, the bill was read a third time and passed.

Artisans and Labourers' Dwellings Bill.—Mr. Bazley moved, but subsequently withdrew, a resolution declaring it inexpedient "that the provisions of the bill, by which it is proposed to impose upon the local authority the obligation, if and when required by the owners, to purchase condemned properties at prices to be ascertained under the Lands Clauses Consolidation Act, should receive the assent of the House." The House then went into committee on the bill, and the clauses up to clause 18 inclusive were, with verbal amendments, agreed to, clauses 9 and 10 being negatived with a view to the substitution of new ones on the report.

Mr. Hadfield asked the Secretary to the Treasury whether the Commissioners for Crown Lands were authorised or accustomed to grant sites for churches of the Established Church without charge; and whether they were authorised or accustomed to refuse to sell land for sites in good situations, and on reasonable terms, for the erection of places of worship by Nonconformists.

Mr. Hunt replied that the Commissioners had no power, as such, to grant lands for the purposes of sites for churches. The regulations in that respect were laid down by the 10 Geo. 4, c. 50. That Act conferred special powers to grant sites for churches and chapels, clergymen's residences and schools, on the hereditary estates of the Crown, provided the extent of land were not beyond five acres, or its value above £1,000, in any one case. Under that statute the Commissioners had been accustomed to sell or lease from time to time lands on which to erect places of worship for Nonconformist congregations.

Court of Chancery (Officers) Bill.—The Lords' amendments were agreed to, and the bill was read a third time and passed.

In committee on the Turnpike Acts Continuance Bill, the following clauses were inserted:—

A clause by Mr. Read, providing that a driver of a waggon or cart of any kind should not be liable to any penalty for riding upon the carriage on any turnpike road, providing he did not ride upon the shafts but carefully drove by means of reins held in his hands.

A clause by Lord F. Cavendish providing for access on the part of the ratepayers to accounts of trusts where repairs are borne by the parish, and for the proper auditing of the accounts.

The clauses and schedules of the bill were agreed to.

The Lords' amendments to the Vaccination Bill were agreed to.

The Guarantee of Government Officers Bill, the Inland Revenue Bill, and the Prorogation of Parliament Bill, were read a third time and passed.

The Recovery of Certain Debts (Scotland) Bill and the Trusts (Scotland) Bill passed through committee.

A bill by Lord Nass to amend and extend as to Ireland the provisions of the 7 & 8 Vict. c. 85 (an Act to attach certain conditions to the construction of future railways authorised or to be authorised by any Act of the present or succeeding sessions of Parliament; and for other purposes in relation to railways), was read a first time.

Aug. 6.—On the order for committee on the Expiring Laws Continuance Bill, Mr. McCullagh Torrens called attention to the state of our existing treaties of extradition with foreign powers. He cited the cases of Lamirande* and Dubois (alias Coppin),† and urged that these matters should not be left to diplomacy, but that a permanent law should be passed. He traced the history of extradition from the time of Queen Elizabeth, and contended that a great error

lay in making these treaties matters of barter between foreign countries. After some discussion on this subject, the House went into committee on the Expiring Laws Continuance Bill, and the clauses were agreed to.

In committee on the Contagious Diseases (Animals) Bill, clause 4 (making of orders under the Act) was amended, at the suggestion of Mr. Henley, by altering the wording so as to provide that one of the two Privy Councillors authorised to make the orders must be either the Lord President, the Vice-President, or a Secretary of State. The clauses up to clause 12 were then agreed to, and progress was reported.

The Public Works (Ireland) Bill and the Patriotic Fund Bill went through committee.

The Public Health (Scotland) Bill, the Turnpike Acts Continuance Bill, the Recovery of Certain Debts (Scotland) Bill, and the Trusts (Scotland) Bill were read a third time and passed.

The Companies Act (1862) Amendment Bill went through committee *pro forma*.

The Representation of the People Bill was brought down from the other House, and ordered to be printed with the Lords' amendments.

With respect to the Simla Court Martial, and the case of Captain Jervis, Mr. Brett moved an address to the Queen, praying her Majesty to re-consider the sentence of the court martial at Simla. After some debate Mr. Otway moved, as an amendment to Mr. Brett's motion, that the address should pray the Queen to give effect to the recommendation to mercy contained in the sentence of the court martial. Mr. Brett withdrew his motion in favour of Mr. Otway's, which was then negatived by a majority of 66 to 48.

Mr. Mill obtained leave to introduce a bill to amend the municipal government of the metropolis. Its object was to extend to powers of the present municipality to a larger municipality, making the Lord Mayor and council of the city Lord Mayor and council of all London, with the addition of the powers at present possessed by the Metropolitan Board of Works. He did not expect that this could be done this session, and his object was to have the bill printed and considered. Mr. Hunt obtained leave to bring in a bill to authorise the extension of the repayment of advances made under the Railway Companies (Ireland) Temporary Advances Act, 1866 (29 & 30 Vict. c. 95), by which the Public Works Loan Commissioners were empowered to make temporary advances to railway companies in Ireland.

The amendment to the Army Reserve Bill and the Militia Reserve Bill were agreed to.

The Railway (Ireland) Bill passed through committee.

The Game Laws (Scotland) Bill was withdrawn.

Aug. 2.—Lord F. Cavendish drew attention to the recent free pardon of Edward Greenland, late cashier of the Leeds Banking Company, who had been sentenced to fifteen months' imprisonment for perjury in reference to the amount of the bank's issues, asked for an explanation, and moved for the papers in the case.

Mr. Baines seconded the motion. The pardon of Greenland had excited much surprise and displeasure in Leeds.

Mr. Gathorne Hardy said Greenland had been tried for perjury, and not for the crimes of which, as the chairman of the Leeds Chamber of Commerce said, all Leeds knew him to be guilty. The jury had recommended him to mercy on account of his old age, and the irregularity with which the bank had been conducted, and because he had been placed in the position he occupied by some of those who had borne witness against him. The judge who tried him had recommended that if the prisoner's illness should continue, it would be right to remit part of his sentence. He had acted on the best of his judgment, and had remitted all the sentence, and did not think that he had done wrong in permitting this old man—dishonoured as he was, and for ever prevented as he would be from regaining his former position in society—to go at large. He would be happy to permit the papers to be seen in private. The motion was then withdrawn.

The Army Reserve and Militia Reserve Bills passed through committee.

The Courts of Law, &c. (Salaries and Expenses) Bill.—The order for the second reading of this bill was discharged.

The Companies Act (1862) Amendment Bill was read a second time. Mr. Cave said that it having been objected that the bill did not sufficiently protect the rights of creditors, the hon. member for Richmond (Sir R. Palmer) had sided in the preparation of amendments to that end.

The Railways (Ireland) Bill and the Consecration of Churches and Churchyards Bill were read a second time.

The Lords' amendments to the Commons' amendments to the Morro Velho Marriages Bill were agreed to.

The Recovery of Certain Debts (Scotland) Bill and the Trusts (Scotland) Bill passed through committee.

The order for committee on the Sea Coast Fisheries (Ireland) Bill was discharged.

The County Court Acts Amendment Bill was considered in committee.

The Factory Acts Extension Bill was read a third time and passed.

The Masters and Workmen Bill and the Consecration and Ordination Fees Bill were read a third time and passed.

Aug. 7.—The third reading of the Uniformity Act Amendment Bill was lost by a majority of 41 to 34.

Sir Colman O'Loughlin moved the third reading of the Libel Bill. Mr. Ayrton moved that the Bill be read that day three months. The Attorney-General supported the bill. Majority, 79 to 18 in favour of the bill, which was accordingly read a third time and passed.

Mr. Ayrton moved that the order for the second reading of the Pawnbroking Bill be discharged, on the ground that the Bill was not approved by masters and servants alike. The order was then discharged.

In committee on the Increase of the Episcopate Bill—

Clause 1 was amended, at the suggestion of Mr. Ayrton, by the insertion of a proviso that no scheme shall be submitted for confirmation to her Majesty in council until property sufficient to pay the bishops' income, if any, shall have been transferred to the Ecclesiastical Commissioners.

Clause 2 (rendering it indispensable that the income of a new bishop should be equal to that of any existing see) was negatived.

Clause 3 received verbal amendments.

Clause 5 (scheme for each new see) which provided for the appointment of a capitular body, &c., "if need be," was amended on the motion of Mr. Ayrton by striking out the words "if need be."

Clause 6 (*congé d'étre* for new sees) was struck out, as unnecessary after the last alteration.

Clause 7 (residence of deans and canons) was amended, on the motion of Sir R. Palmer, by the omission of a provision that the deans and canons of a new diocese, until completely endowed according to a certain scheme, shall not be bound to reside, and leaving it to the Ecclesiastical Commissioners to settle these matters.

Clauses 8 to 11 inclusive received verbal amendments.

Clause 12 (seats in the House of Lords) was struck out, and a clause substituted providing that the number of bishops having seats in the House of Lords shall not be increased by anything in the bill.

The preamble was then agreed to.

The Public Works (Ireland) Bill and the Militia Reserve Bill were read a third time and passed.

The Railway Companies (Ireland) Advances Bill was read a second time.

Aug. 8.—Representation of the People Bill.—The Lords' amendment.

The amendment substituting the word "poor rate" for "rate" was agreed to.

University Lodgers.—A motion by Sir R. Palmer to disagree with the Lords' amendment was adopted.

A motion by Mr. Colville to disagree with the Lords' amendment to clause 5 (copyholders) was carried by a majority of 235 to 188.

Mr. Bright moved to disagree with the amendment to the clause carried by Lord Cairns, introducing the principle of the representation of minorities. On a division a majority of 253 to 204 were in favour of the Lords' amendment.

On the corresponding amendment relating to the city of London, Mr. Crawford moved to disagree. The Lords' amendment was, however, adopted by a majority of 252 to 188.

Voting-papers.—On this amendment the Chancellor of the Exchequer proposed to alter the clause so as to make the voting paper system applicable to counties only. Mr. Gladstone could not accept this compromise, and must oppose the Lords' amendment *in toto*. On a division the Lords' amendment was carried by a majority of 253 to 206.

The amendment, providing that any returning officer acting as an agent at an election should be guilty of a misdemeanour was agreed to.

The amendment respecting university lodgers and the Reform Act was rejected by a majority of 188 to 164.

The amendment providing that "where a borough rate or county rate is levied as a separate rate and not paid out of the poor rate, the term 'poor rate' shall, for the purposes of the franchises conferred by this Act, be deemed to include such borough rate or county rate," was rejected on the motion of the Chancellor of the Exchequer.

The schedules and the remaining amendments (mostly verbal) having been disposed of, a committee was appointed to draw up the reasons to be assigned to the Lords for disagreeing to the rejected amendments.

The army Reserve Bill, the Patriotic Fund Bill, and the Expiring Laws Continuance Bill were read a third time and passed.

The War Department Stores Bill, the Church Temporalities Orders (Ireland) Validation Bill, the Railway Companies (Ireland) Advances Bill, and the Merchant Shipping Bill passed through committee.

The District Prothonotaries Court of Common Pleas County Palatine of Lancaster Bill was withdrawn.

The Railway Companies (Scotland) Bill was read a second time.

A bill by Sir J. Pakington, to consolidate and amend certain laws relating to the Militia in England, was read a first time.

IRELAND.

BELFAST ASSIZES.

During a Fenian trial at these assizes, the following scene recently took place:—

Mr. M'Mechan (barrister) here attempted to address his Lordship, but

Mr. Rea (attorney) loudly interposed, and drowned his first observation.

Mr. M'Mechan—My lord, I wish—

Mr. Rea—Now, this is discreditable. You are not connected with the case.

Mr. M'Mechan—That is a falsehood.

Mr. Rea—Now, hold your tongue. You are not in the case.

Mr. M'Mechan—I am in the case, and was retained. My lord, I want to say, in explanation—

Mr. Rea—I told you to do a certain thing.

Mr. M'Mechan—You told me to do nothing of the kind.

Mr. Rea—There, now.

Mr. M'Mechan—My lord, with very great respect—

Mr. Rea—Now, you are not in the case. I employed you to do a certain thing, and gave you a brief, having first offered it to Mr. Randall M'Donnell and Mr. Hamill; but they, being Crown prosecutors, were directed by the Attorney-General not to take it.

Mr. M'Mechan—I beg your pardon.

Mr. Rea—I would not have had you at the case if I could have got another barrister.

Mr. M'Mechan—I beg your pardon. I wish to address his lordship.

Mr. Rea—I beg your pardon. You have no authority to speak, and you were not retained as counsel, save under certain obligations.

Mr. M'Mechan—My lord, I have only a word—

His Lordship—I appeal to you, Mr. M'Mechan, for the sake of the profession, not to raise a discussion. You have no question to submit for my decision.

Mr. M'Mechan—it is only right that I should inform your lordship that I knew nothing whatever of the nature of the application that Mr. Rea was about to make when I accepted the brief in this case. I came here to defend the prisoners, and was ready to do so, having been instructed by Mr. Rea, the fees having been paid, and everything else being regular. When I came in I knew nothing of his intention, but he said to me that he did not want me for the present. That was all that occurred in court. I feel it due to myself to make this explanation.

Mr. Rea—That is quite true, my lord. If he had been here, very likely I would not have succeeded. I had nothing to do but to prevent him being here by keeping him in the hall. He knew nothing about the matter, for I took care that he should not; and I think your lordship will commend my discretion for so doing.

His Lordship—I think there is no necessity for a further reference. I can now go on with some other case.

LAW STUDENTS' JOURNAL.

LAW LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

The following gentlemen have been appointed lecturers and readers for the ensuing year:—

Mr. CHARLES HENRY ANDERSON on Common Law and Mercantile Law.

Mr. THOS. LL. MURRAY BROWNE on the Law of Real Property and Conveyancing.

Sir GEORGE YOUNG, Bart., on Equity.

COURT PAPERS.

CHANCERY VACATION NOTICE.

Aug. 9, 1867.—During the Vacation, all applications which are of an urgent nature, are to be made to or at the chambers of the Vice-Chancellor Sir Richard Malins.

All applications *ex parte* are to be sent to the Vice-Chancellor Malins by book post, or parcel, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of the *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of the bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor with any order his honour may make thereon, will be returned direct to the registrar.

All applications for leave to give notice of motion only, may be made to the Chief Clerk at Chambers.

The Vice-Chancellor's address can be obtained at his Honour's chambers, No. 3, Stone-buildings, Lincoln's-inn.

The chambers of the Vice-Chancellor Malins will be open on Tuesday, Wednesday, Thursday, and Friday, in every week, from eleven till one o'clock.

The long vacation will commence on Saturday, 10th August, and terminate on Monday, 28th October, both days inclusive.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, AUG. 8, 1867.

[From the Official List of the actual business transacted.]

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	50
Stock	Caledonian	100	111
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	27½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	112
Stock	Do., Stock*	100	112
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	43½
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	29
Stock	Lancashire and Yorkshire	100	129
Stock	London, Brighton, and South Coast	100	50½ x n
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	112½
Stock	London and South-Western	100	78
Stock	Manchester, Sheffield, and Lincoln	100	46
Stock	Metropolitan	100	125½
Stock	Midland	100	117½
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	31
Stock	North London	100	116
10	Do., 1866	5	6½
Stock	North Staffordshire	100	65
Stock	Scottish Central	100	—
Stock	South Devon	100	46
Stock	South-Eastern	100	65
Stock	Taff Vale	100	152
10	Do., C	—	4 pm

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

2 per Cent., Consols, 94½	Annuitants, April, '85
Ditto for Account, Sep. 10, 94½	Do. (Red Seal T.) Aug. 1908
3 per Cent. Reduced, 91	Ex Bills, £1000, 4 per Ct. 28 pm
New 3 per Cent., 94	Ditto, £2000, Do pm
10. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 28 pm
10. 2½ per Cent., Jan. '94	Bank of England Stock, 6½ per Ct. (last half-year) 26
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuitants, Jan. '65 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 222	Ind. Env. Pr., 5 p C., Jan. '72, 188
Ditto for Account	Ditto, 5½ per Cent., May, '79, 168
Ditto 5 per Cent., July, '80 113	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88, 99½	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct. £1000, 70 pm
Ditto Enfaced Ppr., 4 per Cent. 864	Ditto, ditto, under £1000, 70 pm

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The week opened with a further decline of Consols, succeeded by a feeble rally which was not long maintained. To-day and yesterday the sluggishness of the market has received a stirring impetus from the large purchases which have just been made, and the further ones which are expected. The London and Westminster Bank were buyers yesterday to the amount of £530,000, and the investment of upwards of half-a-million which has to be applied for the reduction of the National Debt is expected to commence early next week. This, as a matter of course, has had a very marked influence on the market, and a slight rise in price has been the result. It may be anticipated that this upward movement will, under the circumstances, continue to a small extent, and, when the transitory influence of these large purchases has ceased to operate, the markets may, very possibly, relapse into their former torpor. There seems no reason for anticipating any alteration. The bullion accumulation continues, the bank having now reached a total of upwards of a million in excess of any previous total, and the public are still as timid as ever in the matter of investments. Compared with the low rates which money commands with us, it is curious to note from Canadian advices that money on mortgage of real property commands about seven per cent. in that dependency.

The share market is still generally dull.

British railways exhibited at one time a considerable improvement, they then fell back, and to-day have rallied again.

The preamble of the London, Chatham, and Dover Railway Bill has been passed by the Select Committee of the House of Lords.

It is announced on behalf of the London and North-Western Railway Company that their accounts, though not yet formally passed, appear to warrant a dividend at the rate of 5½ per cent. per annum.

Rentes 69f. 42c.

ADVERTISEMENT.

Sir,—I beg to inclose for insertion in your next publication the copy of a letter I have written to Mr. Henry Sydney, articled clerk to Mr. Murray, of Great St. Helens, Solicitor, apologizing to him for the annoyance to which he has been subjected through an error of mine in having placed the preceives for two writs filed in the master's office of the Common Pleas upon a wrong file, which induced me at the time to believe the same to have been removed by him from another file of preceives which had been given out to him for the purpose of being searched. It being my wish that the fullest circulation should be given to my apology contained in my said letter.

THOS. HOWARD.

[Copy].

"Sir,—I cannot sufficiently express my regret at the annoyance it must have occasioned you by reason of my having supposed that the two preceives had been removed from the file of preceives for writs of capias that were given out for search at the Common Pleas Office on the 30th ult., the same having eventually been discovered to have been inadvertently placed on a file of the preceding quarter.

It gives me pain to think that much annoyance must necessarily have been occasioned to you, which I beg to offer you the fullest apology for, and can only sincerely regret.

As you are aware, I have already given the fullest explanation to the Masters, to Mr. Murray, to Mr. Nicholson (the plaintiff's attorney), and now beg to repeat my willingness to attend before Mr. Baron Bramwell to give the fullest explanation to him if it is your wish that I should do so, and you have my full authority to show this to whomsoever you please.

"I am, Sir, yours most obediently,

"THOS. HOWARD.

"To Mr. Henry Sydney."

Sir John Rolt and Mr. Robert Phillimore have been sworn in as Privy Councillors.

The following statement shows the fluctuations in the rate of discount at the Bank of England during the ten years ending June, 1867. It will be seen that twice in the ten years has the rate been at 10 per cent.:—1857.—June 15, 6 per cent.; July 16 5½; October 6, 6; October 12, 7; October 22, 8; November

5, 9; 9, 10; December 24, 8, 1858.—January 7, 6; January 14, 5; January 28, 4; February 4, 3½; February 11, 3; December 8, 2½. 1860.—April 28, 3½; May 5, 4½; June 3, 3½; June 9, 3; July 14, 2½. 1860.—January 19, 3; January 31, 4; March 29, 4½; April 12, 5; May 10, 4½; May 24, 4; November 8, 4½; November 13, 5; November 15, 6; November 29, 5; December 31, 6. 1861.—January 7, 7; February 14, 8; March 20, 7; April 4, 6; April 12, 5; May 16, 6; August 1, 5; August 15, 4½; August 29, 4; September 19, 3½; November 7, 3. 1862.—January 29, 2½; May 22, 3; July 10, 2½; July 27, 2 October 3, 3. 1863.—January 15, 4; January 28, 5; February 20, 4; April 23, 3½; April 30, 3; May 16, 3½; May 21, 4; November 2, 5; November 9, 6; December 2, 7; December 3, 8; December 27, 7. 1864.—January 20, 8; February 11, 7; February 25, 6; April 16, 7; May 2, 8; May 5, 9; May 19, 8; May 28, 7; June 16, 6; July 25, 7; August 4, 8; September 8, 9; November 10, 8; November 24, 7; December 15, 6. 1865.—January 10, 5½; January 26, 5; March 4, 4½; April 27, 4; May 11, 4½; May 28, 4; June 8, 3½; June 20, 3; August 5, 4; September 28, 4½; October 2, 5; October 5, 6; October 7, 7; November 23, 6; December 28, 7. 1866.—January 6, 8; February 22, 7; March 15, 6; May 3, 7; May 8, 8; May 11, 9; May 12, 10; August 16, 8; August 23, 7; August 30, 6; September 6, 5; September 27, 4½; November 8, 4; December 20, 3½. 1867.—February 7, 3; May 30, 2½. In 1858 there were 6 changes; in 1859, 5; in 1860, 11; in 1861, 11; in 1862, 5; in 1863, 12; in 1864, 15; in 1865, 16; and in 1866, 14.

HOW DIVORCES ARE OBTAINED IN AMERICA.—The Chicago (U.S.) papers publish the particulars of a case which came up recently in one of their courts, in which an application was made by the wife of a Lieutenant in the United States army to set aside certain proceedings taken by her husband for a divorce. The evidence shows that the parties are from Maine, but that the husband produced the testimony of two witnesses, one from New York and the other from Long Island, to prove that he had been over a year in Chicago, and applied for the divorce on the alleged ground of desertion. The notice of his application was published in the *Western Price Current*, and the wife was in ignorance of the proceedings until she received a copy of the decree of divorce a few days ago. These Chicago Price Current divorce cases are becoming common, and lawyers in this city and Chicago said to reap quite a harvest in managing them. If a troublesome wife is to be got rid of, the husband makes his application in an Illinois court, proves a residence by false testimony, publishes the legal notices in some little local paper that no one has ever heard of outside a Western village, and frees himself from his incumbrance. The first intimation the wife receives of the proceeding is a copy of the decree of divorce, which turns her marriage certificate into waste paper.—*New York Herald*.

PERSONAL AND REAL PROPERTY.—Mr. Plunket has hardly done justice to this last-mentioned quality of his grandfather, and in conclusion we beg to offer him an anecdote not recorded in his book. An aide-de-camp of Lord Wellesley's had recently published in his travels in the East, under the title of "A Personal Narrative of a Journey from Bagdad, &c." "What does he mean," said the Lord-Lieutenant, "by a personal narrative?" "He means, my lord," said Plunket, "the same that we lawyers mean when we say that personal is the reverse of real!"—*Edinburgh Review*.

A DIVORCE CASE IN PRUSSIA.—A simple example will explain what things are now possible. A married lady, mother of several children, living in entire harmony with her husband, an amiable easy gentleman, hears at church an enthusiastic young preacher, and is enraptured by his eloquence. On her return home she tells her husband how thoroughly the preacher's words have come to her heart, and that she is quite persuaded it would conduce to her spiritual perfection to be married to him; and if she can get his consent, she hopes that her husband will not oppose a divorce. What amount of urgency sufficed to disgust the husband into agreement is not a public fact. No man can like to feel that he is keeping a wife against her will, and to be reproached with hindering her spiritual improvement. That the husband did consent, and that the Court therupon did without further inquiry sanction the divorce, is a public fact; also, that the preacher made no difficulty about accepting the enthusiastic lady, with her dowry and her children. We have since heard, but from one informant only, that, after many years of union, the preacher in turn sought and gained divorce from his wife, and that she is now gone back—into the bosom of her first husband.—*Fraser's Magazine*.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 2.—By Messrs. DAIVES & CO.

Freehold, the manor and estate of Evercreech, Somersetshire, comprising mansion, farmhouse, homesteads, cottages, common rights, &c., in all about 900 acres; also the advowson to the vicarage; the whole producing nearly £2,415 per annum.—Sold for £26,000.

By Messrs. NORTON, TRIST, WATNEY, & CO.

Freehold, The Rochford Estate, Essex, lot 1, Rochford-hall-farm, with residence, extensive farm buildings, and 407a 3r 3sp of arable and meadow land.—Sold for £35,000.

Lots 2 and 3, Brick-kiln-farm, 121a 1r 17p and 68a 2r 3sp of arable land—Sold for £9,000.

Aug. 5.—By Messrs. NORTON, TRIST, WATNEY, & CO.

Freehold property, known as Coombe Lammar, Esher, Surrey, comprising a residence, with gardens, and about 23 acres of meadow land—Sold for £7,500.

Freehold plot of building land, fronting Anerley-park, Anerley, Surrey—Sold for £380.

Freehold plot of building land, fronting Thicket-road, Anerley—Sold for £500.

Aug. 6.—By Messrs. FAREBROTHERS, CLARK, & CO.

Freehold, 5a or 16p of arable land, near Croydon, Surrey—Sold for £800.

Freehold farmhouse, with buildings, cottages, and 3a or 5p of pasture land, situate as above—Sold for £1,550.

Freehold, 5a 2r 12p of land, adjoining the Caterham Railway-station—Sold for £2,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALLEN—On Aug. 3, at Handsworth, Birmingham, the wife of William Simonsen Allen, Esq., Solicitor, of a daughter.

BRABROOK—On Aug. 3, at 23, Willes-road, London, the wife of Edward W. Brabrook, Esq., Barrister-at-Law, of a son.

LUSH—On Aug. 4, the wife of F. M. Lush, Esq., Solicitor, Devizes, of a son.

RACKHAM—On Aug. 2, at Catton, in Norfolk, the wife of T. H. Rackham, Esq., Solicitor, of a son.

SLADEN—On Aug. 5, at 8, Chepstow-place, Pembridge-square, Baywater, the wife of Henry Mainwaring Sladen, Esq., Barrister-at-Law, of a son.

STEELE—On Aug. 4, at 11, Ormonde-terrace, Regent's-park, the wife of R. Blake Steele, Esq., Barrister-at-Law, of the Inner Temple, of a daughter.

SWANN—On Aug. 4, at 26, Clarence-terrace, Seven Sisters'-road, the wife of J. F. Swann, Esq., Solicitor, of a daughter.

VAIZEY—On Aug. 2, at 161, Adelaid-terrace, N.W., the wife of J. S. Vaizey, Esq., Barrister-at-Law, of a son.

MARRIAGES.

CUTLER—LARKINS—On Aug. 3, at Christ Church, Lancaster-gate, Edward Cutler, of Stone-buildings, Lincoln's-inn, to Ellen Mona, daughter of the late Major George Larkins.

ELLERMAN—BYRNE—On Aug. 6, at All Saints, Norfolk-square, Lieut.-Colonel Ellerman, late 98th Regt., to Emily E., relic of George Grey Byrne Esq., Barrister-at-Law, of the Inner Temple.

FITCH—SKINNER—On Aug. 1, at the parish church of St. Pancras, Middlesex, William Charles Fitch, Esq., Solicitor, of Northumberland-street, Charing-cross, and Southampton-row, to Rosina, daughter of the late William Skinner, Esq., of Olive-house, Loose, Kent.

GILBERT—TURNER—On Aug. 6, at St. Mary Abbott's, Kensington, William Schwenck Gilbert, Esq., Barrister-at-Law, of the Inner Temple, to Lucy Agnes, daughter of the late Capt. T. M. Blos Turner, Bombay Engineers.

PARRY—ATKINSON—On Aug. 3, at the parish church, Seton, Edward Penbury Parry, of Liverpool, Broker, to Mary Elizabeth, daughter of John Atkinson, Esq., Solicitor, of Liverpool.

SKELTON—LAWRIE—On July 30, at Edinburgh, John Skelton, Esq., Advocate, to Annie Adair, daughter of the late James Adair Lawrie, Esq., M.D., Professor of Surgery in the University of Glasgow.

WALSH—PEREGRINE—On Aug. 6, at St. George's, Hanover-square, Nugent Charles Walsh, Esq., Barrister-at-Law, of the Poor Law Board, to Charlotte Eliza Ley, daughter of Dr. Peregrine, of 3, Half Moon-street, Mayfair.

DEATHS.

BEAUMONT—On Aug. 1, at the residence of her father, Mr. Scott, of Highfield-house, Wath-upon-Dearne, aged 32. Mary, wife of J. A. Beaumont, Esq., Solicitor, of 61, Moorgate-street, E.C., and Birmingham.

HARRISON—On July 23, at Toronto, Canada, the Hon. S. B. Harrison, of the Middle Temple, aged 65.

LENNARD—On July 28, at St. Cloud, France, Elizabeth, wife of George Barrett Lennard, Esq., of the Inner Temple.

M'DOUGALL—On July 20, at 6, Widcombe-crescent, Bath, the Hon. William Church MacDougall, late one of her Majesty's Palme Judges of the Supreme Court of Jamaica, aged 65.

LONDON GAZETTES.

Wind-ing-up of Joint Stock Companies

FRIDAY, AUG. 7, 1867.

LIMITED IN CHANCERY.

Whitehall Engineering Company (Limited).—Vice-Chancellor Mallins has, by an order dated June 21, appointed Benjamin Bailey, of Leeds, to be official liquidator.

West Trelawny Mining Company (Limited).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Warwick, 25, Bucklersbury. Friday, Nov. 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANFARIES OF CORNWALL.

North Dolcoath Mining Company (Limited).—Petition for winding-up, presented July 29, directed to be heard before the Vice-Warden at the Prince's-hall, Truro, on Aug. 10 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug. 7, and notice thereof must at the same time be given to the petitioners, their solicitors, or their agents, Hodge & Co., Truro, solicitors for the petitioners. Gregory & Co., Bedford-row, Agents.

Isle of Man Railway Company (Limited).—Petition for winding-up, presented June 24, directed to be heard before the Vice-Chancellor of the County Palatine, at Liverpool, on Aug. 13. Lace & Co., Liverpool, solicitors for the petitioners.

TUESDAY, Aug. 6, 1867.
LIMITED IN CHANCERY.

Palais d'Auteuil Company (Limited).—Creditors are required, on or before Oct 21, to send their names and addresses, and the particulars of their debts or claims, to David Parry, official liquidator, 11, Pancras-lane. Monday, Nov 4 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tyddyn Sheffray Slate Quarry Company (Limited).—Vice-Chancellor Malins has, by an order dated July 26, ordered that the voluntary winding up of the above company be continued. Jaquet, solicitor for the petitioners.

City of London and Colonial Financial Association (Limited).—By an order made by the Lords Justices, dated July 24, it was ordered that the above association be wound up. Emmets & Co, Bloomsbury-sq, agents for Adam & Emmet, Halifax, solicitor for the petitioner.

Mercantile Trading Company (Limited).—By an order made by Vice-Chancellor Malins, dated July 26, it was ordered that the above company be wound up. Ashurst & Co, Old Jewry, solicitors for the petitioners.

Pias yn Mhowys Coal, Cannel, and Ironstone Company (Limited).—By an order made by Vice-Chancellor Malins, dated July 29, it was ordered that the above company be wound up. Rooks & Co, Eastcheap, solicitors for the petitioner.

Gale's Protected Gunpowder Company (Limited).—By an order made by the Master of the Rolls, dated July 27, it was ordered that the voluntary winding up of the above company be continued. Howard & Co, Paternoster-row, solicitors for the petitioners.

Joseph Horner & Sons (Limited).—By an order made by Vice-Chancellor Wood, dated July 29, it was ordered that the voluntary winding up of the above company be continued. Morris & Co, Moorgate-st-chambers, solicitors for the petitioners.

STANMARIES OF CORNWALL.

Hallenbeagle Mining Company.—Petition for winding-up, presented July 31, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, the 14th day of August, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 10. Roberts, Truro, agent for Childs & Batten, Coleman-st, solicitors for the petitioner.

Great Dinorben Mining Company (Limited).—Petition for winding-up, presented Aug 1, directed to be heard before Vice-Chancellor James, at his chambers, 6, Stone-buildings, Lincoln's-inn, on Aug 21 at 4. Blain & Chorlton, March, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 2, 1867.

Austen, Trevanion, Dover, Kent, Pilot. Oct 22. Austen v Iron, V.C. Malins.

Beak, Wm, Downington, Gloucester, Gent. Oct 19. Godwin v Beak, V.C. Malins.

Boyes, Geo Mence, Abchurch-lane. Sept 2. De Castro v Boyes, M.R. Fenning, Richd Lawrence, Feminiz's-wharf, Tooley-st, Wharfinger. Sept 2. Mather v Fenning, V.C. Malins.

Harrison, Ann, Wallasey, Chester, Widow. Sept 1. Dean v Dean, M.R.

Herbert, Thos, Exeter, Boot and Shoe Maker. Oct 29. Priston v Willcocks, V.C. Sturt.

Locke, Jas, Addison-rd, Kensington, Draper. Sept 2. Locke v Locke, V.C. Malins.

Miles, John, Trinity Parsonage, Paddington, Clerk. Oct 19. Miles v Harrison, V.C. Sturt.

Molyneux, Hy, Aintree, Lancaster, Farmer. Sept 9. Pimbley v Molyneaux, V.C. Malins.

Park, John, Fraserburgh, Aberdeen, Merchant. Sept 2. Park v Park, V.C. Malins.

Potts, Chas Dennis Worthing, Lieut H.M. 93rd Highlanders. Jan 6. Clark v Potts, V.C. Sturt.

Richardson, Edmund Lloyd, Stratford-grove, Putney, Gent. Oct 5. Ridge v Middleton, V.C. Wood.

Turner, John, King's Lynn, Norfolk, Jeweller. Sept 2. Lade v Turner, V.C. Malins.

Wright, John, Brabins Hall, Marple, Chester, Esq. Oct 1. Bellot v Letter, M.R.

TUESDAY, Aug. 6, 1867.

Arthrey, John, Suffolk, Farmer. Sept 2. Worters v Arthrey, V.C. Malins.

Brown, Thos, Charlwood, Surrey. Oct 19. Brown v Brown, V.C. Malins.

Cane, Maria, Cheltenham, Gloucester. Oct 7. De Montaigne v Mortimer, V.C. Sturt.

Jeffs, Jas, Upper Halliford, Middx. Oct 1. Williams v Jeffs, M.R. Laroche, Thos Wm, Wanstead, Essex, Esq. Oct 21. Cooper v Laroche, V.C. Malins.

Lord, Robt, Hungerton, Lincoln, Farmer. Sept 10. Lord v Lord, M.R.

Palser, Hy, Strand, Print Seller. Oct 29. Palser v Tomkins, M.H. Rockstraw, Wm, Kew Bridge, Licensed Victualler.

Kyder, Wm, Little Bolton, Lancaster, Machine Maker. Aug 30. Tressell v Costrell, M.R.

Savage, Thos, Barn, Cheese Factor. Sept 20. Savage v Savage, V.C. Sturt.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 2, 1867.

Arnison, Geo, Stanhope, Durham, Surgeon. Oct 19. Bates, Wolsingham.

Ashley, Hy, Greenhithe, Kent, Solicitor. Sept 15. Wood, Charles-sq, Hoxton.

Azemberg, Fns, Kennington-lane, Upper Kennington-lane, Gent. Sept 10. Reed, Guildhall-chambers.

Burton, John, Lenton, Nottingham, Bleacher. Sept 14. Hunt & Son, Nottingham.

Dew, Wm Stephen, Hanover-ter, Regent's-pk, Esq. Sept 20. Harrison, Walbrook.

Herbert, Thos, Harleston, Northampton, Farmer. Nov 1. Britton, Northampton.

Hilton, Giles, Preston House, Faversham, Kent, Esq. Sept 16. Tressell, Faversham.

Hunter, Thos, High-st, Clapham, Hairdresser. Sept 14. Cunliffe & Beaumont, Chancery-lane.

Jenkins, Susan, Gloucester-pl, Cowley-ter, Brixton, Widow. Sept 1. Mayhew, Barge-yard-chambers, Bucklersbury.

Penion, John, Penington, Lancaster, Gent. Aug 30. Marsh & Son, Leigh.

Raper, John Lampiugh Lampiugh, Mount-st, Middx, Esq. Sept 4. Bischoff, Co, Coleman-st.

Silverlock, Hy, Chichester, Gent. Sept 1. Raper, Chichester.

Thomas, David, Bengal-ter, Poplar, Gent. Sept 1. Pamphilon, Bear-ft-buildings, Strand.

Turner, Edwd, Coston-hall, Clunbury, Salop, Gent. Oct 16. Lloyd, Ludlow.

Wilkinson, Sir Thos, Hanover-sq, Lieutenant-Colonel. Sept 14. Cookson & Co, New-sq, Lincoln's-inn.

TUESDAY, Aug. 6, 1867.

Clarke, Uriah, Leicester, Dyer. Sept 2. Dalton, Leicester.

Cronin, Mary Ann, Bury St Edmunds, Suffolk, Widow. Sept 10. Cronin, Southampton-row, Bloomsbury.

Eyles, Hope, Chipping Sodbury, Gloucester, Carrier. Oct 1. Tresfield, Chipping Sodbury.

Garle, Saml, Uttoxeter, Stafford, Gent. Oct 1. Hand, Uttoxeter.

Giblett, Saml, Shepton Mallett, Somerset, Gent. Jan 14. Nalder, Shepton Mallett.

Hyde, Thos, Caledonian-cottages, Stoke Newington-rd, Gent. Sept 15. Horwood, Warford-ct.

Jenkins, Rev Edward, St Mellons, Monmouth. Oct 1. Rees, Cardiff.

Latchmore, Edwd, sen, Northampton, Confectioner. Aug 31. Smith, Northampton.

Peers, Wm, Lpool, Gunpowder Agent. Oct 1. Hill, Lpool.

Perkin, Rebekah, Gear, Stratford-ter, New-rd, Hammersmith. Oct 1. Perkin, Warwick.

Phelps, Ven Archdeacon Wm Whitmarsh, Appleby, Westmoreland. Oct 2. Prior & Bigg, Southampton-hdgs.

Shepperson, Thos, Yewall, Nottingham, Farmer. Nov 1. Woolley, Loughborough.

Shepherd, Robt, Rochedale, Lancaster, Gent. Aug 20. Buckley, Rochedale.

Waters, Saml, Oddy, Leicester, Gent. Sept 2. Dalton, Leicester.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 2, 1867.

Aitken, John, Manch, Draper. July 26. Comp. Reg Aug 2.

Alker, Jas, Salford, Lancaster, Fatten Manufacturer. July 11. Comp. Reg Aug 2.

Amies, Nathaniel Jones, Manch, Smallware Manufacturer. July 8. Asst. Reg July 31.

Antill, Wm, The Pavement, Clapham-common, Cabinet Maker. July 20. Comp. Reg Aug 2.

Aspinall, Jas, Brightside, York, Ironmonger. July 8. Asst. Reg Aug 2.

Burgess, Jas, MacClesfield, Chester, Innkeeper. July 31. Comp. Reg Aug 2.

Cooper, Joseph, Drighlington, York, Maister. July 9. Asst. Reg Aug 2.

Cordery, David, Barking-rd, Essex, Publican. July 17. Comp. Reg July 23.

Dale, Geo, Fish-st-hill, Boot Manufacturer. July 8. Inspectorship. Reg Aug 1.

De Neburg, August, Bath, Somerset, Professor of Languages. July 6. Comp. Reg July 31.

Dyason, John, Whitstable, Kent, Shipwright. July 31. Comp. Reg Aug 2.

Eastaugh, Jas, Richmond-pl West, Dalston, Solicitor's Clerk. July 31. Comp. Reg Aug 1.

Finch, Jas, Doncaster, out of business. July 26. Asst. Reg July 31.

Gaminara, Emanuel, Union-st, Old Broad-st, Merchant. July 24. Asst. Reg Aug 1.

Gibb, Hy, & Jas Brigg, Salford, Lancaster, Cotton Doublers. July 8. Asst. Reg Aug 1.

Gibson, Reuben, Birr, Brass Founder. July 24. Comp. Reg July 30.

Hall, Richard, Stockton, Durran, Timber Merchant. July 11. Asst. Reg Aug 2.

Hamilton, Wm, & Geo Purvis, Hexham, Northumberland, Ironfounders. July 2. Asst. Reg July 30.

Hartton, John, & John Oliver, Foleshill, Warwick, Coal Masters. July 4. Comp. Reg Aug 1.

Hastrot, Chas Ferdinand, Kingsland-rd, Egg Importer. Aug 1. Comp. Reg Aug 2.

Hewitt, Robt Lucas, Nottingham, Plumber. July 22. Asst. Reg Aug 2.

Hodge, Geo, & Thos Reynolds Hodge, Cheltenham, Gloucester, Brewers. July 4. Asst. Reg July 31.

Jones, Wm, son, Wm Jones, jun, & Danl Cripps Jones, Gloucester, Builders. July 1. Comp. Reg July 30.

Jones, Wm, Bristol, Bootmaker. July 27. Comp. Reg Aug 1.

Langton, Eichd, Ramsgate, Kent, Grocer. July 18. Comp. Reg Aug 2.

Latham, Wm Jas, Cross-street, Hatton-garden, Engraver. July 2. Comp. Reg July 30.

Les, Wm, Worcester, out of business. July 20. Comp. Reg July 30.

Macrae, Alexander Sputimus, Lpool, Oil Merchant. Aug 1. Inspector. Reg Aug 2.
 Malkin, John, Leek, Stafford, Silk Manufacturer. July 4. Asst. Reg Aug 1.
 Merrett, Fredk, Birr, Draper. July 4. Asst. Reg July 31.
 Merridew, Arthur, Tunstall, Stafford, Jeweller. July 5. Asst. Reg Aug 1.
 Mettrick, John, Cloak-lane, Lithographer. July 19. Asst. Reg July 31.
 O'Hagan, Jas, Bishop Auckland, Durham, Travelling Draper. July 8. Comp. Reg Aug 2.
 Ormond, Robt, Gt Marton, Lancaster, Innkeeper. July 9. Comp. Reg July 31.
 Parish, Edwd Wm, Gt Barton, Suffolk, Butcher. July 15. Asst. Reg Aug 1.
 Ramsay, Hy Malcolm, Stanhope-ter, Bayswater, Builder. July 17. Comp. Reg July 30.
 Ricketts, Martin Benj, & Geo Rock, Cheltenham, Gloucester, Drapers. July 11. Comp. Reg Aug 2.
 Robertson, Alex, Penrith, Cumberland, Timber Merchant. July 6. Asst. Reg July 30.
 Smallshaw, Geo, Macclesfield Chester, Draper. July 18. Asst. Reg Aug 1.
 Smith, Thos, & Obad Smith, Birr, Boot & Shoe Manufacturers. July 22. Asst. Reg Aug 1.
 Smith, Edmund Dry, Kirton-in-Lindsey, Lincoln, Innkeeper. July 25. Asst. Reg July 31.
 Smith, Wm Nelson, Fenchurch-st, Marine Insurance Broker. July 23. Asst. Reg Aug 2.
 Smith, Sidney, Frederick-st, Caledonian-rd, Islington, Carman. July 30. Comp. Reg Aug 2.
 Steddy, Elizabeth, Howard-row, Stoke Newington, Builder. July 24. Comp. Reg July 30.
 Stringer, Geo, Cockerton, Durham, Innkeeper. July 6. Asst. Reg Aug 1.
 Sutton, Wm, sen, Birr, Awl Blade Manufacturers. July 29. Comp. Reg Aug 1.
 Sutton, Geo, Gt Swan-alley, Victualler. July 4. Asst. Reg July 31.
 Thornley, Jas, Smeeton, Nottingham, Lace Dresser. July 25. Comp. Reg Aug 1.
 Tomkins, John, Berkhamstead, Herts, Plumber. July 30. Comp. Reg Aug 2.
 Tyler, Geo, Bristol, Baker. July 8. Comp. Reg Aug 1.
 Vokes, Robt, St James's-st, Conn, Agent, July 26. Comp. Reg Aug 1.
 Warren, Jonathan, Macclesfield, Chester, Silk Throwster. July 23. Comp. Reg Aug 1.
 Wareham, Wm, Bristol, Sailmaker. July 9. Asst. Reg July 30.
 Wheelton, David, Macclesfield, Chester, Silk Manufacturer. July 31. Comp. Reg Aug 2.
 Wilkin, Marmaduke, St James's-ter, Harrow-rd, Gent. July 4. Comp. Reg July 31.

TUESDAY, Aug. 6, 1867.

Abrahams, Joseph, Abertillery, Monmouth, Contractor. Aug 1. Comp. Reg Aug 6.
 Axford, John Backway, Pembroke Dock, Pembroke, Shipbuilder. July 36. Comp. Reg Aug 5.
 Appleby, John, Treforest, Glamorgan, Road Contractor. July 10. Comp. Reg Aug 6.
 Austin, Hy Do Bruno, Lancaster-gate, Hyde-park, Architect. July 8. Inspector. Reg Aug 5.
 Barker, Hy, Jarrold, Durham, Painter. Aug 1. Comp. Reg Aug 5.
 Benjamin, Saml, & Benj Benjamin, Bishopsgate-st Without, Wholesale Clothiers. July 1. Comp. Reg Aug 6.
 Bilham, John Pilgrim, Euston-rd, no occupation. July 27. Comp. Reg Aug 5.
 Blackwell, Argent, Lpool, Victualler. Aug 1. Comp. Reg Aug 5.
 Buckley, Geo, Macclesfield, Chester, General Dealer. Aug 2. Asst. Reg Aug 5.
 Collins, Geo, Brompton, Kent, Grocer. July 17. Comp. Reg Aug 5.
 Constable, John, Swansea, Glamorgan, Grocer. July 29. Comp. Reg Aug 5.
 Davies, Esau, Newborough, Island of Anglesey, Draper. July 18. Asst. Reg Aug 3.
 Dowell, Chas John, Bristol, Bank Manager. July 31. Comp. Reg Aug 2.
 Edwards, Joseph, Wolverhampton, Stafford, Hinge Manufacturer. July 19. Comp. Reg Aug 5.
 Eyre, Manuel, Talbot-ter, Bayswater, Gent. Aug 1. Comp. Reg Aug 6.
 Griffiths, Stephen, Pengam, nr Blackwood, Monmouth, Boot and Shoe Maker. Aug 1. Comp. Reg Aug 5.
 Hepworth, Anthony, Walton, nr Wakefield, York, Hay Dealer. July 8. Comp. Reg Aug 3.
 Higgs, Solomon, Netherton, Worcester, Grocer. Aug 2. Comp. Reg Aug 6.
 Jenkins, Thos David, Rhylfelin, Glamorgan, Licensed Victualler. July 8. Comp. Reg Aug 5.
 Jones, Fredk Timothy, Grove-ter, Pomeroy-st, Old Kent-rd, Builder. July 19. Comp. Reg Aug 6.
 Jones, John, Aberdovey, Merioneth, Coal Merchant. July 12. Asst. Reg July 30.
 Juch, Ernest, London-wall, Editor. Aug 1. Comp. Reg Aug 6.
 Lamb, Edwd Brookton, Hindo-st, Manchester-sq, Architect. Aug 3. Comp. Reg Aug 5.
 Little, Lockhart, Cleveland-row, St James's. June 10. Comp. Reg Aug 6.
 Lowe, Danl, West Cowes, Isle of Wight, Builder. July 29. Comp. Reg Aug 5.
 Marenda, Fras Hy, & John Rislay, Gt Newport-ter, Leicester sq, Russia Mas Warehousemen. July 27. Comp. Reg Aug 2.
 Mellor, Joseph, Mytholmbridge, Woodale, York, Woolen Manufacturer. July 9. Asst. Reg Aug 5.
 Millington, Moses, Pleck, nr Walsall, Stafford, Brickmaker. July 31. Comp. Reg Aug 5.
 Nichols, Edwd, Scarborough, York, Draper. July 17. Comp. Reg July 31.

Bae, Jas, Blackburn, Lancaster, Draper. July 23. Comp. Reg Aug 3.
 Rees, Wm North, & Wm Hy Collin, Gracechurch-st, Printers. July 9. Comp. Reg Aug 5.
 Rickbury, Geo, Sunderland, Durham, Draper. July 19. Comp. Reg Aug 3.
 Riley, John, Leicester, Box Manufacturer. July 20. Comp. Reg Aug 3.
 Schofield, John Thos, Ackworth-villas, Rendlesham-rd, Lower Clapton, Builder. July 18. Asst. Reg July 31.
 Shaw, Margaret Ann, Huddersfield, York, Shopkeeper. July 8. Asst. Reg Aug 5.
 Smith, Thos, Gresham-st, Ironmenger's Valuer. Aug 2. Comp. Reg Aug 6.
 Stamper, Mary, York, Widow. July 8. Comp. Reg Aug 2.
 Taylor, Geo, Judd-st, New-rd, Harness Maker. July 30. Comp. Reg Aug 3.
 Tinley, Geo, Clapham, Baker. July 11. Comp. Reg Aug 3.
 Tonge, Edwd, Gt James-st, Bedford-row, Attorney-at-Law. July 25. Comp. Reg Aug 3.
 Walden, Jas McClean, Forest-rd, Dalston, Draper. July 5. Asst. Reg Aug 2.
 Wansbrough, Hy, Bristol, Commercial Traveller. July 30. Asst. Reg Aug 5.
 Williams, John Falkner, Lpool, Agent. July 25. Comp. Reg Aug 6.
 Wilkinson, Ransom, Geo, Eaton-pl, Commercial-rd, Peckham. July 10. Comp. Reg Aug 5.
 Wilford, Edmund Beaton, Bingham, Nottingham, Saddler. July 6. Asst. Reg July 31.
 Worsencroft, Thos, Bollington, Chester, Fancy Smallware Dealer. July 24. Asst. Reg Aug 5.
 Wright, Ephraim, Mile-end-rd, Ironmonger. July 29. Asst. Reg Aug 3.

Bankrupts.

FRIDAY, Aug. 2, 1867.

To Surrender in London.

Alderton, John, New Brentford, out of business. Pet July 31. Pepys. Aug 15 at 2. Woodbridge & Son, Clifford's-inn.
 Atherton, Geo, Cursor-st, Chancery-lane, Printer. Pet July 27. Aug 15 at 11. Godfrey, South-sq, Gray's-inn.
 Balls, Alfred William, Westbourne-pk-nd, Decorator. Pet July 29. Pepys. Aug 15 at 1. Hicks, Basinghall-st.
 Berkshire, Hy Nathaniel, Belvedere-pl, Southwark-bridge-road, Iron Plate Worker. Pet July 29. Pepys. Aug 15 at 2. Parke, St Clement's House, Clement's-lane.
 Baylin, Jas, Rose-st, Church-st, Bethnal-green, Folding Chair Manufacturer. Pet July 29. Pepys. Aug 15 at 1. Hicks, Basinghall-st.
 Burbrook, Richd, Green-st, Grosvenor-sq, Jeweller's Assistant. Pet July 27. Pepys. Aug 14 at 2. Webb, Union Bank-chambers, Chancery-lane.
 Dennis, Edwin Boyce, Bank-nd, Ratcliffe, Baker. Pet July 30. Pepys. Aug 20 at 12. Pittman, Guildhall-chambers, Basinghall-st.
 Endean, John Pencilly, Seymour-st, Euston-sq, Mining Agent. Pet July 31. Aug 20 at 1. Pitman, Euston-st, Basinghall-st.
 Giles, Chas, Almond-pl, Bow-lane, St Leonard's-nd, Poplar, Green-grocer. Pet July 30. Pepys. Aug 20 at 11. Spiller & Son, South-pl, Finsbury.
 Gimson, Wm, Old-st, St Luke's, Stationer. Pet July 31. Murray. Aug 20 at 1. Books & Co, Eastcheap.
 Godfrey, Geo, Park-st, Dorset-sq, Carpenter. Pet July 27. Pepys. Aug 15 at 2. Watson, South-sq, Gray's-inn.
 Goodwin, Geo, Luton, Bedfordshire, Straw Manufacturer. Pet July 29. Pepys. Aug 15 at 1. King, Bircham-lane.
 Hambly, John, West Bromwich, Stafford, no occupation. Pet July 29. Pepys. Aug 15 at 2. Woodbridge & Son, Clifford's-inn.
 Hampton, Thos, Newport, Isle of Wight, Glass Dealer. Pet July 26. Pepys. Aug 14 at 2. Sole & Co, Aldermansbury.
 Hands, Benj, Staines, Journeyman Painter. Pet July 29. Pepys. Aug 15 at 2. Haynes, Serle-st, Lincoln's-inn-fields.
 Jacobson, Joseph, Oxford-st, Trunk Maker. Pet July 27. Pepys. Aug 15 at 11. Olive, Portsmouth-st, Lincoln's-inn.
 MacCullum, Reginald, Kensington-pk-nd, Notting-hill, Widow. Pet July 27. Pepys. Aug 15 at 11. Brown, Weavers-hall, Basinghall-st.
 Martic, Robt, Sydenham-nd, Croydon, Clerk. Pet July 27. Pepys. Aug 14 at 2. Fry, Market-lane.
 Matthews, Geo Hy, Vine-cottage, Brook-green, out of business. Pet July 31. Pepys. Aug 20 at 1. Towns, Gt Russell-nd, Bloomsbury.
 Richardson, John Crosse, Marylebone-nd, Surgeon. Pet July 30. Pepys. Aug 20 at 12. Condy, Coleman-st.
 Roeker, Jas Edwd, Walworth-nd, Optician. Pet July 29. Pepys. Aug 15 at 12. Fisher, Camberwell New-nd.
 Sabatthe, Emilio, Prisoner for Debt, London. Pet July 27. Pepys. Aug 20 at 1. Wasing, Poultry.
 Turrell, Mark, Dartford, Kent, Dairymen. Pet July 31. Pepys. Aug 20 at 1. Books & Co, Eastcheap.
 Watson, Geo Thos, Lower Marsh, Lambeth, Shoemaker. Pet July 29. Pepys. Aug 15 at 2. Hope, Ely-pl, Holborn.
 Wiggins, Geo, St Albans', Herts, Boot and Shoe Manufacturer. Pet July 29. Pepys. Aug 15 at 12. Steadman, Mason's-avenue, Coleman-st.
 Wilmot, Geo, Boston-ter, Junction-nd, Ke-tish-town, Butcher. Pet July 31. Pepys. Aug 20 at 12. Ditcham, Margaret, Caven-dish-sq.
 Wythe, Timothy, Elizabeth-pl, Pearson-st, Kingsland-nd, Bricklayer. Pet July 31. Pepys. Aug 20 at 1. Steadman, Mason's-avenue, Coleman-st.
 Yewer, Jas, Prisoner for Debt, London. Pet July 30 (for pau). Pepys. Aug 20 at 11. Gooley, Bow-st, Covent-garden.
 Young, Thos, Osborne-ter, Balham New-town, out of business. Pet July 30. Pepys. Aug 20 at 11. Girdwood, Old Jewry-chambers.

To Surrender in the Country.

Ainsworth, John Cable, & Thos Ainsworth, Manch, Calico Printers. Pet July 31. Macrae, Manch, Aug 15 at 1. Sale & Co, Manch.
 Bailey, Benj, Portley, Shropshire. Pet July 23. Potts, Madeley. Aug 14 at 12. Garbett, Uaway.

Bennett, Wm, Lpool, Auctioneer. Pet July 31. Hime. Lpool, Aug 14 at 3. Wilcocks, Lpool.

Biggins, Geo Hy, Easington, Durham, Tailor. Pet July 30. Gibson, Newcastle-upon-Tyne, Aug 16 at 12. Thompson, Sunderland.

Black, Wm, Middlesborough, York, Grocer's Assistant. Pet July 31. Leeds, Aug 15 at 11. Brewster & Stubbs, Middlesborough.

Boorman, Wm Athawes, Harrietsham, Kent, Blacksmith. Pet July 27. Scudmore, Maidstone, Aug 12 at 3. Goodwin, Maidstone.

Bover, Wm, Burnham Westgate, Norfolk, Bricklayer. Pet July 26. Watson, Little Walsingham, Aug 22 at 3. Loynes & Son, Wells.

Brown, Wm Spence, Strood, Kent, Surgeon. Pet July 30. Acworth, Rochester, Aug 16 at 2. Haywood, Rochester.

Bullock, John, Birm, out of business. Adj July 19. Birm, Aug 16 at 12. James & Griffin, Birm.

Campbell, Wm, Lpool, Draper. Pet July 18. Lpool, Aug 13 at 11. Lase & Co, Lpool.

Cooke, Wm & Lucy Slater, Rotherham, York, Homiers. Pet July 23. Hoyle, Rotherham, Aug 19 at 1. Marsh & Edwards, Rotherham.

Cooke, Christopher, York, Butcher. Pet July 24. Leeds, Aug 12 at 11. Walker, York.

Crondace, Geo Robt, West Hartlepool, Durham, Eating-house Keeper. Pet July 31. Child, Hartlepools, Aug 22 at 11. Marshall, West Hartlepool.

Davitt, Peter, Middlesbrough, York, Labourer. Pet June 11. Crosby, Stockton-on-Tees, Aug 14 at 11. Robinson, Darlington.

Dunderdale, Richd, Lpool, Licensed Victualler. Pet July 30. Hime, Lpool, Aug 15 at 3. Blackhurst, Lpool.

Dutfield, Jas, Hallon, Worcester, Leather Dresser. Pet July 30. Crisp, Worcester, Aug 13 at 11. Deveroux, Worcester.

Evans, Benj, Maesydre, Glamorgan, Labourer. Pet July 27. Rees, Aberdare, Aug 19 at 12. Rosser, Aberdare.

Fenbow, Wm, Sunderland, Durham, China Dealer. Pet July 30. Gibson, Newcastle-upon-Tyne, Aug 16 at 12. Bell, Sunderland.

Fulwood, John, Rotherham, York, Beerhouse Keeper. Pet July 20. Hoyle, Rotherham, Aug 19 at 1. Marsh & Edwards, Rotherham.

Goods, Thos, Weeden Beck, Northampton, Shoemaker. Pet July 27. Willoughby, Daventry, Aug 12 at 10. Gery, Daventry.

Gryham, Gerzon, Cardiff, Glamorgan, Mechanical Dentist. Pet July 31. Langley, Cardiff, Aug 19 at 11. Griffith, Cardiff.

Hammond, Richd, South Bank, York, Butcher. Pet July 31. Crosby, Stockton-on-Tees, Aug 14 at 11. Bonbridge, Middlesbrough.

Harrison, John, Haydock, Lancaster, Collier. Pet July 27. Nicholson, Warrington, Aug 22 at 11. Beasley, St Helen's.

Heathcote, Hy, Woolston, Southampton, Merchant's Clerk. Pet July 29. Thorndike, Southampton, Aug 14 at 12. Guy, Southampton.

Hillary, John, Kirkstall, nr Leeds, Patent Axle Manufacturer. Pet July 23. Leeds, Aug 12 at 11. Simpson, Leeds.

Homier, Joseph, Birm, Solicitor. Adj July 19. Birm, Aug 16 at 12. James & Griffin, Birm.

Hopkins, Rees, Melinycorthyn, Glamorgan, Innkeeper. Pet July 26. Morgan, Neath, Aug 15 at 11. Dixon, Neath.

Hunt, John, South Harting, Sussex, Miller. Pet July 28. Johnson, Midhurst, Sept 2 at 2. Soames, Petersfield.

Hurst, Nathan, Nottingham, Merchant. Pet July 30. Tudor, Birm, Aug 13 at 11. Heath, Nottingham.

Ingram, John, Stafford, Carcase Butcher. Pet July 30. Birm, Aug 16 at 12. Bartleet, Wolverhampton.

Johnson, Walter, Birkenhead, Chester, Accountant. Pet July 31. Lpool, Aug 14 at 11. Bretherton & Co, Lpool.

Joyner, Geo, Southampton, Shipbuilder. Pet July 30. Thorndike, Southampton, Aug 17 at 12. Mackey, Southampton.

Langley, Joseph, New Brighton, Chester, Gardener. Pet July 31. Lpool, Aug 13 at 11. Etty, Lpool.

Makespeace, Wm, Trimdon Colliery, nr Ferryhill, Durham, Tea Dealer. Pet July 29. Greenwell, Durham, Aug 14 at 11. Brignal, jun., Durham.

Mansell, John, Kidderminster, Worcester, Coal Merchant. Pet July 29. Burn, Aug 16 at 12. Corbet, Kidderminster.

McDongall, Robt Archibald, Prisoner for Debt, Hants. Adj July 22. Howvard, Portsmouth, at 12. White, Portsdown.

Mills, Wm, Mountain Ash, Glamorgan, Butcher. Pet July 27. Rees, Aberdare, Aug 19 at 12. Rosser, Aberdare.

Morgan, Wm, Merthyr Tydfil, Glamorganshire, Collier. Pet July 26. Roberts, Newport, Aug 13 at 1. Lewis, Merthyr Tydfil.

Nickells, Christopher, St Mary Church, Devon, Butcher. Pet July 29. Exeter, Aug 20 at 11. Floud, Exeter.

Parker, Thos, Prisoner for Debt, Walton. Adj June 14 (for pau). Hime, Lpool, Aug 12 at 3.

Palmer, Joseph, Lpool, Licensed Victualler. Pet July 27. Lpool, Aug 13 at 11. Hore, Lpool.

Panton, Jas, Tynemouth, Northumberland, Marine Architect. Pet July 18. Gibson, Newcastle-upon-Tyne, Aug 12 at 12. Daglish & Stewart, Newcastle-upon-Tyne.

Peacock, Joseph Peter, Prisoner for Debt, Lancaster. Adj July 17. Lpool, Aug 16 at 11.

Reynolds, Jas, Fordingbridge, Hants, Watch & Clock Maker. Pet July 30. Tremenheere, Fordingbridge, Aug 15 at 11. Tanner, Wimborne.

Robertson, David, Lpool, Master Shipwright. Pet July 29. Lpool, Aug 13 at 12. Etty, Lpool.

Scott, Joseph, Carlisle, Cumberland, Grocer. Pet July 27. Halton. Carlisle, Aug 17 at 11. Wanpan, Carlisle.

Sear, Wm, Olney, Buckingham. Pet July 30. Parrott, Newport Pagnell, Aug 14 at 4. Conquest & Stimson, Bedford.

Shaw, Hy, Higher Trammere, Chester, Quarry Manager. Pet July 25. Lpool, Aug 13 at 11. Hitton, Lpool.

Shiel, Lawrence, Lpool, Ironmonger. Pet July 31. Lpool, Aug 13 at 11. Etty, Lpool.

Taylor, Jas Glendinning, Prisoner for Debt, Cardiff. Pet July 19 (for pau). Langley, Cardiff, Aug 14 at 11. Griffith, Cardiff.

Wilson, Isaac, Stockton, York, Beerhouse Keeper. Pet July 29. Crosby, Stockton-on-Tees, Aug 14 at 11. Dodds & Trotter, Stockton

To Surrender in London.

TUESDAY, Aug. 6, 1867.

A Ben, Jas, Leighton-nd, Kentish Town, Veterinary Surgeon. Pet Aug 1. Pepys. Aug 21 at 11. King, Birch-in-lane.

Bailey, Wm, Addie-st, Tailor. Pet Aug 1. Pepys. Aug 21 at 11. Weeks & Co, Newgate-st.

Barnes, Thos, Mildmay-road, Stoke Newington, Comm Traveller. Pet Aug 3. Pepys. Aug 22 at 12. Moss, Stones-end, Southwark.

Barwick, Chas, Loanpit-vale, Lewisham, Coal Merchant. Pet Aug 1. Pepys. Aug 21 at 1. George, Fenchurch-st.

Bevins, Joseph, Faversham, Wilts, Innkeeper. Pet Aug 2. Pepys. Aug 22 at 11. Wood & Co, Raymond-buildings, Gray's-inn.

Burns, Geo, Edgware-rd, Printer. Pet Aug 1. Pepys. Aug 21 at 11. Porter, Orchard-st, Portman-sq.

Challen, Jas, & Son, Challen, Margate, Kent, Drapers. Pet Aug 1. Pepys. Aug 22 at 11. Marshall, Lincoln's-in-fields.

Draper, Wm, Elgin-ter, Kilburn, out of business. Pet Aug 1. Pepys. Aug 21 at 12. Worthington & Co, Mill-st.

Edwards, Henry, Capland-st, Lisson-grove, Caf Proprietor. Pet Aug 2. Pepys. Aug 21 at 1. Godfrey, South-st, Gray's-inn.

Figgins, Jas, Salbury-st, Portman-market, Refreshment Saloon Keeper. Pet July 31. Pepys. Aug 21 at 11. Marshall, Lincoln's-in-fields.

Francis, Jas, Princes-st, Hertford-st, Victoria-lane, Victualler. Pet July 31. Pepys. Aug 22 at 12. Shaen & Co, Kennington-cross.

Gain, Albert, Southgate, Hants, Lieutenant. Pet July 30. Pepys. Aug 20 at 11. Riches, Cheshire.

Gerard, Jas, Cottage-grove, Bedford-road, Stockwell, Carman. Pet Aug 2. Pepys. Aug 21 at 11. Silvester, Gt Dover-st, Newington.

Harding, Jas Robt Geo, Tredegar-ter, Tredegar-nd, Bow, Commission Agent. Pet July 30. Pepys. Aug 20 at 11. Jones, Old Jewry-chambers.

Klapper, Chas Wm, City-nd, Confectioner. Pet Aug 2. Pepys. Aug 23 at 11. Pittman, Guildhall-chambers.

Klapper, Raymond, White-st, Southwark, Licensed Victualler. Pet Aug 2. Aug 21 at 11. Pittman, Guildhall-chambers.

Langlee, John Dean, Ingatestone, Essex, Grocer. Pet July 30. Pepys. Aug 20 at 11. Treherne & Co, Barge-yard chambers, Bucklersbury.

Morris, Joseph, Hague-st, Bethnal-green-nd, Cabinet Maker. Pet Aug 2. Pepys. Aug 21 at 1. Steadman, Mason's-avenue, Coleman-st.

Read, Wm Hy, Queen-st, Cannon-st, Commercial Clerk. Pet Aug 3. Pepys. Aug 22 at 12. Elmali & Co, Leadenhall-st.

Rose, Wm, Prisoner for Debt, Maidstone. Pet July 26. Pepys. Aug 22 at 1. May, Adelaide-pl, London-bridge.

Ruckman, John, Prisoner for Debt, London. Pet Aug 3 (for pau). Pepys. Aug 22 at 12. Durrant, Guildhall-chambers.

Sainsbury, Wm, Poole, Dorset, Beerhouse Keeper. Pet Aug 2. Pepys. Aug 21 at 1. Peacock, South-sq, Gray's-inn.

Sargent, Thos Cornelius, Thame-st, Optical Instrument Maker. Pet July 30. Pepys. Aug 20 at 12. Poole, Bartholomew-close.

Simkins, Walter John, Barnsbury-nd, Islington, Boot Maker. Pet July 31. Pepys. Aug 22 at 1. Marshall, Lincoln's-in-fields.

Starkey, Jas, Athbury-st, Commercial-nd East, Builder. Pet Aug 3. Pepys. Aug 22 at 12. Wood, Basinghall-st.

Wankill, Thos, Poole, Dorset, Yacht Builder. Pet Aug 1. Pepys. Aug 21 at 12. Price & Co, Southampton-blids.

Watts, Jas Hinkley, Prisoner for Debt, London. Pet Aug 1 (for pau). Pepys. Aug 22 at 1. Pittman, Guildhall-chambers.

Swannell, Sarah, Prisoner for Debt, London. Pet Aug 2 (for pau). Pepys. Aug 22 at 12. Dobie, Basinghall-st.

To Surrender in the Country.

Addison, Rbt, Ambleside, Westmorland, Gardener. Pet Aug 2. Taylor, Ambleside, Aug 21 at 12. Nicholson, Ambleside.

Allen, Richd, Pembroke Dock, Pembroke, Shipbuilder. Pet July 26. Wilds, Bristol, Aug 16 at 11. Press & Co, Bristol.

Ambler, Wm, Leeds, out of business. Pet Aug 2. Leeds, Aug 19 at 11. Blaebury & Son, Leeds.

Arden, Jonathan Grundy, Prisoner for Debt, York. Adj July 26. Bradford, Aug 20 at 9.45. Terry & Co, Bradford.

Arnold, Joseph, jun, Knottingley, York, Master. Pet July 22. Pontefract, Aug 20 at 11. Barratt, Wakefield.

Atkinson, Andrew, Ulverston, Lancaster, Grocer. Pet Aug 1. Postlewaite, Ulverston, Aug 19 at 10. Jackson, Ulverston.

Ball, Wm John Adams, Seaford, Sussex, Schoolmaster. Pet July 31. Blaikie, Lewes, Aug 20 at 11. Hillman, Lewes.

Beach, Edwin, & Geo Johnson, Southover, Lewes, Sussex, Agricultural Implement Makers. Pet July 13. Blaikie, Lewes, Aug 26 at 21. Hillman, Lewes.

Beddow, Jabez, Darlaston, Stafford, Screw Manufacturer. Pet July 31. Walsall, Aug 17 at 12. Thomas, Walsall.

Bilham, Robt Thos, Prisoner for Debt, Norwich. Pet July 29. Palmer, Norwich, Aug 16 at 11. Stanley, Norwich.

Bruce, Fras, Bootle, nr Lpool, Silk Mercer. Pet July 25. Lpool, Aug 19 at 11. Evans & Co, Lpool.

Coombs, Geo, Grenton, Somerset, Baker. Pet Aug 4. Lovibond, Bridgwater, Aug 21 at 10. Reed & Cook, Bridgwater.

Cotterill, Joseph, Shrewsbury, Salop, Tallowcon. Pet Aug 3. Hill, Birm, Aug 23 at 12. Craig, Shrewsbury.

Cuthbert, John, Bury St Edmunds, Suffolk, Innkeeper. Pet Aug 2. Collins, Bury St Edmunds, Aug 17 at 11. Walpole, Beyton.

Dobson, Joseph, Dalton-in-Furness, Lancaster, Beerhouse Keeper. Pet July 31. Postlewaite, Ulverston, Aug 19 at 10. Salmah, Ulverston.

Ellis, Edwin, Nunaton, Warwick, Grocer. Pet Aug 1. Dewes, Nuneaton, Aug 19 at 11. Croadcock, Nuneaton.

Eyre, Jas, Davington, Kent, Carter. Pet Aug 3. Tassell, Faversham, Aug 17 at 10. Bathurst, Faversham.

Evans, Wm, Bronleas, nr Conway, Carnarvon, Farmer. Pet July 26. Aug 19 at 12. Jones, Conway.

Faukner, Joseph, Northampton, Butcher. Pet July 31. Dennis, Northampton, Aug 24 at 10. Jeffsey & Son, Northampton.

Fidler, Thos, Barnsley, York, Paperhanger. Pet Aug 1. Wakefield, Aug 15 at 1. Roberts, Wakefield.

Gearing, Hy, Lindfield, Sussex, Bookseller. Pet Aug 1. Waugh-Cuckfield, Aug 19 at 11. Lamb, Brighton.

Gittes, John Spittle, West Bromwich, Stafford, out of business. Pet Aug 1. Birm, Aug 16 at 12. Jackson, Bromwich.

Griffiths, Peter Wm, Lpool, out of business. Pet Aug 2. Lpool, Aug 16 at 12. Harris, Lpool.

Harrison, Robt, Crook, Durham, Railway Platelayer. Pet Aug 1.
 Trotter, Bishop Auckland, Aug 16 at 3. Brignall, Durham.
 Bartride, Geo, Ipswich, Suffolk, out of business. Pet Aug 3. Pretyman, Ipswich, Aug 17 at 11. Pollard, Ipswich.
 Heaven, Hy, Shrimpton, Gloucester, Grocer. Pet Aug 1. Harley, Bristol, Aug 30 at 12.
 Henderson, David, Lpool, Public-house Manager. Pet Aug 2.
 Lpool, Aug 16 at 12. Harris, Lpool.
 James, John, Stratford-upon-Avon, Warwick, Seedsman. Pet July 31.
 Hobbes, Stratford-on-Avon, Aug 19 at 11. Greves, Stratford-upon-Avon.
 Jones, John Lloyd, Kingsland, Hereford, Clerk in Holy Orders. Pet Aug 1.
 Birn, Aug 16 at 12. Robinson, Leominster.
 Jones, David, Lundy Island, Devon, Bootmaker. Pet Aug 3. Rooker, Bideford, Aug 17 at 2. Smale, Bideford.
 Oceroff, Richd, Brimington, Derby, Beerhouse Keeper. Pet July 31.
 Wake and Waller, Chesterfield, Aug 18 at 11. Lee, Chesterfield.
 Penlington, Geo, jun, Manch, Fruit Dealer. Pet Aug 1. Kay, Manch, Aug 20 at 9.30. Gardner, Manch.
 Pidgeon, Jas, Birkhead, Chester, Beerhouse Keeper. Pet Aug 2.
 Lpool, Aug 16 at 12. Best, Lpool.
 Rees, Gladys, Mountain Ash, Glamorgan, Draper. Pet July 31.
 Abercane, Aug 21 at 11. Linton, Abercane.
 Roberts, Thos, Prisoner for Debt, Cambridge. Adj July 19. Hall, Ely, Aug 22 at 11.
 Rodriguez, Thos, Prisoner for Debt, Lancaster. July 17. Lpool, Oct 1 at 11.
 Rowley, Wm, Leicester, Grocer. Pet Aug 2. Ingram, Leicester, Aug 17 at 10. Owston, Leicester.
 Rudall, Wm Martin, Barnstaple, Devon, Grocer. Pet Aug 2. Exeter, Aug 19 at 11. Willesford, Exeter.
 Seddon, Wm, Manch, Glass Merchant. Pet July 26. Manch, Aug 19 at 12. Chapman & Roberts, Manch.
 Selkirk, Chas Whyatt, Monton, nr Eccles, Lancaster. Pet Aug 1.
 Murray, Manch, Sept 9 at 12. Leigh, Manch.
 Stone, Benj, Eastbourne, Sussex, Painter. Pet July 31. Blaker, Lewes, Aug 26 at 11. Lamb, Brighton.
 Tester, John Thos, Boston, Lincoln, Tinman. Pet July 31. Staniland, Boston, Aug 14 at 10. Balles, Boston.
 Thomas, Jas, Gulval, Cornwall, Miner. Pet July 24. Borriase, Penzance, Aug 12 at 12. Boys, Penzance.
 Trigg, Geo, Longton, Stafford, Builders. Pet July 31. Keary, Stoke-on-Trent, Aug 17 at 11. Tennant, Hanley.
 Walton, Robt, Redhouse, Waskerley, Durham, Farmer. Pet July 31.
 Booth, Sketley Bridge, Aug 22 at 10. Brignal, Durham.
 Wardell, Jas Ranford, Little Thurrock, nr Grays, Essex, Ship Agent. Pet Aug 1. Southgate, Gravesend, Aug 19 at 12. Stocken, Leadenhall-st.
 Williams, Lewis, Gyffill, nr Pontypridd, Glamorgan, Shoemaker. Pet Aug 3. Spickett, Pontypridd, Aug 17 at 12. Morgan, Abercane.
 Wilkinson, Mary Ann, Mapplewell, York, Nail Maker. Pet July 31.
 Shepherd, Barnesley, Aug 17 at 11. Hamer, Barnesley.
 Wright, Geo, Newland, Buckingham, Chair Maker. Pet Aug 2. Parker, High Wycombe, Aug 23 at 11. Spicer, Gt Marlow.
 Yeatman, Thos, Fairfield, West Derby, Lancaster, Varnish Manufacturer. Pet Aug 2. Lpool, Aug 16 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 2, 1867.

Soper, John Lamper, Peteravia, Devon, Grocer. July 11.

TUESDAY, Aug 6, 1867.

Manning, Geo, Medbury, Bedford, out of business. Aug 2.

Cook, Wm, Bishopwearmouth, Durham, Shipowner. Aug 2.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)

Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

B. J. MAYER,

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MESSRS. DEBENHAM, TEWSON & FARMER'S AUGUST LIST OF ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C.; or, by post for one stamp. Particulars for insertion in the September List must be received by the 20th August at latest.

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This College will be opened on the 20th August, 1867. Prospectuses may be obtained from the Secretary, J. H. CAMPION COLES, Esq., Eastbourne, Sussex.

Periodical Sales (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advertisements, Next Presentations, Manorial Rights, Rent Charges, Post Office Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the ensuing year.

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 Notices of sales intended to be effected by the above names should be forwarded to Mr. Marsh at least a fortnight antecedent to the above dates.—45, Cannon-street, E.C.

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Dessert ditto	1 0 0	1 10 0	1 15 0	2 2 0
Table Spoons	1 10 0	1 18 0	2 8 0	3 0 0
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Every Article for the Table is in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

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EVERY requisite under the above Act supplied on the shortest notice. The BOOKS AND FORMS kept in stock for immediate use. ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES engraved and printed. OFFICIAL SEALS designed and executed. No charge for sketches. Companies Fee Stamps.

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As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £5 delivered carriage free per rail.

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LONDON AND COUNTY BANKING COMPANY.

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PAID-UP CAPITAL, £880,864.

RESERVE FUND, £380,864.

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AT THE HALF-YEARLY GENERAL MEETING OF THE PROPRIETORS,

HELD ON THURSDAY, THE 1st AUGUST, 1867,

AT THE CITY TERMINUS HOTEL, CANNON STREET STATION,

The following Report for the Half-year ending the 30th June, 1867, was read by the Secretary.

W. CHAMPION JONES, ESQ., IN THE CHAIR.

REPORT.

The Directors, in submitting to the Proprietors the Balance-sheet of the Bank for the half-year ending the 30th of June last, have the pleasure to report that, after paying all charges, and interest to customers, and making provision for bad and doubtful debts, the net profits amount to £89,058 2s. 2d. This, added to £14,467 11s. 6d., brought forward from the last account, produces a total of £96,525 13s. 8d.

They have declared the usual half-yearly dividend of 6 per cent., with a bonus of 5 per cent. (together equal to 22 per cent. per annum), which will absorb £29,444 12s. 7d., and leave £7,081 1s. 1d. to be carried forward to profit and loss new account.

The dividend and bonus (together £2 4s. per share), free of income-tax, will be payable at the head office, or at any of the branches, on and after Monday, the 12th instant.

BALANCE SHEET of the London and County Banking Company, 31st December, 1866.

Dr.	£	s.	d.	Cr.
To Capital paid up.....	880,864	0	0	
To Reserve Fund.....	350,864	0	0	
To Amount due by the Bank for Customers' Balances, &c.	£12,032,334	0	10	
To Liabilities on Acceptances, covered by guarantees and securities ..	1,397,184	10	10	
	<u>13,429,518</u>	<u>11</u>	<u>8</u>	
To Profit and Loss Balance brought from last Account.....	14,467	11	6	
To Gross Profit for the Half-year, after making provision for Bad and Doubtful Debts.....	249,057	10	1	
	<u>263,525</u>	<u>1</u>	<u>7</u>	
	<hr/>	<hr/>	<hr/>	
	£14,954,771	13	3	
	<hr/>	<hr/>	<hr/>	
	£14,954,771	13	3	